



CITY OF OXNARD **2010 URBAN WATER MANAGEMENT PLAN**

Prepared for:

City of Oxnard

Prepared by:

Kennedy/Jenks Consultants

May 2012

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.14,175

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING THE 2010 URBAN WATER MANAGEMENT PLAN**

WHEREAS, the California Urban Water Management Planning Act, Water Code section 10610 et seq. (the Act) mandates that every urban water supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare and adopt an updated Urban Water Management Plan (UWMP) at least once every five years on or before December 31, in years ending five and zero; and

WHEREAS, the City of Oxnard (City) is an urban water supplier for purposes of the Act, and approved and adopted its most recent 2005 UWMP and submitted that UWMP to the California Department of Water Resources (DWR); and

WHEREAS, the Water Conservation Act of 2009, Water Code section 10608 et seq. (SBX7-7), extended the time by which urban retail water suppliers must adopt their 2010 UWMPs to July 1, 2011 and, among other things, established requirements for urban retail water suppliers to prepare urban water use targets in accordance with the goals of SBX7-7 to reduce statewide daily per capita water use 15 percent by the year 2015 and 20 percent by the year 2020; and

WHEREAS, the City is an "urban retail water supplier" for purposes of SBX7-7 because it directly provides potable municipal water to more than 3,000 end users; and

WHEREAS, in accordance with applicable law, including the requirements of the Act and SBX7-7, the City has prepared its 2010 UWMP and has undertaken certain agency coordination, public notice, public involvement and outreach, public comment, and other procedures in relation to its 2010 UWMP; and

WHEREAS, as authorized by Section 10620(e) of the Act, the City has prepared its 2010 UWMP with its own staff, with the assistance of consulting professionals, and in cooperation with other governmental agencies, and has utilized and relied upon industry standards and the expertise of industry professionals in preparing its UWMP, and has also in part utilized and relied upon the DWR Guidebook to Assist Urban Water Suppliers to Prepare a 2010 Urban Water Management Plan (March 2011) and the DWR Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use (For the Consistent Implementation of the Water Conservation Act of 2009) (February 2011) in preparing its 2010 UWMP; and

WHEREAS, in accordance with applicable law, including Water Code sections 10608.26 and 10642, and Government Code section 6066, the City made its Draft 2010 UWMP available for public inspection, and caused to be published within the jurisdiction of the City six notices of public hearing regarding the City's 2010 UWMP, which publication dates included April 12, 2012, May 3, 2012 and May 10, 2012 in Vida Newspaper, and April 14, 2012, May 2, 2012, and May 8, 2012 in the Ventura County Star; and

WHEREAS, the City held its public hearing on May 15, 2012 in the City Council Chambers of the City, located at 305 West Third Street, Oxnard, California, regarding its 2010 UWMP, wherein, among other things, members of the public and other interested entities were provided with the opportunity to be heard in connection with the City's 2010 UWMP and the proposed adoption thereof; and

WHEREAS, pursuant to said public hearing on the 2010 UWMP, the City staff and City Council encouraged the active involvement of diverse social, cultural, and economic elements of the population within the City's service area with regard to the preparation and adoption of the 2010 UWMP, allowed input by members of the public and any other interested parties regarding all aspects of the 2010 UWMP, allowed community input regarding the City's implementation plan for complying with SBX7-7, considered the economic impacts of the City's implementation plan for complying with SBX7-7, and adopted Method 3 under Water Code section 10608.20(b) for determining the City's urban water use targets; and

WHEREAS, the City Council has reviewed and considered the purposes and requirements of the Urban Water Management Planning Act and SBX7-7, the contents of the 2010 UWMP, the documentation contained in the administrative record in support of the 2010 UWMP, and all public and agency input received with regard to the 2010 UWMP, and has determined that the factual analyses and conclusions set forth in the 2010 UWMP are supported by substantial evidence.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

1. The City hereby adopts Method 3 under Water Code section 10608.20(b) for determining its urban water use targets, and the 2010 Urban Water Management Plan is hereby approved and adopted and ordered filed with the Clerk of the City.

2. The Public Works Director of the City is hereby authorized and directed to incorporate non-substantive edits into the final City of Oxnard UWMP and to include a copy of this Resolution in the City's 2010 Urban Water Management Plan and, in accordance with Water Code section 10644(a), to file the 2010 Urban Water Management Plan with the California Department of Water Resources, the California State Library, and any city or county within which the City provides water supplies within thirty (30) days of this adoption date.

3. The Public Works Director is hereby authorized and directed, in accordance with Water Code section 10645, to make the 2010 Urban Water Management Plan available for public review during normal business hours not later than thirty (30) days after filing a copy thereof with the California Department of Water Resources.

4. The Public Works Director is hereby authorized and directed, in accordance with Water Code section 10635(b), to provide that portion of the 2010 Urban Water Management Plan prepared pursuant to Water Code section 10635(a) to any city or county within which the City provides water supplies not later than sixty (60) days after filing a copy thereof with the California Department of Water Resources.

5. The Public Works Director is hereby authorized and directed to implement the components of the 2010 Urban Water Management Plan in accordance with the Urban Water Management Planning Act and SBX7-7, including, but not limited to, the City's Water Conservation Programs and its Water Shortage Contingency Plan.

6. The Public Works Director is hereby authorized and directed to recommend to the City Council additional steps necessary or appropriate to effectively carry out the implementation of the 2010 Urban Water Management Plan, the Urban Water Management Planning Act and SBX7-7.

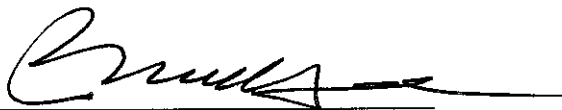
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Oxnard held on May 15, 2012 by the following vote:

AYES: Councilmembers Holden, Pinkard, MacDonald, Flynn and Ramirez.

NOES: None.

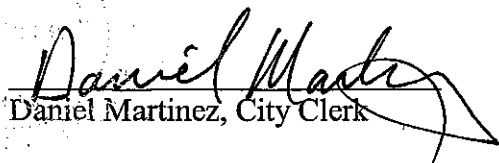
ABSTAIN: None.

ABSENT: None.

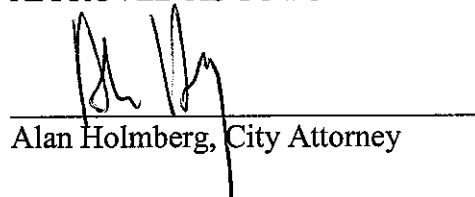


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

Kennedy/Jenks Consultants

2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

2010 Urban Water Management Plan

May 2012

Prepared for

City of Oxnard
251 S. Hayes Ave.
Oxnard, CA 93030

K/J Project No. 1189006*00

Table of Contents

<i>List of Tables</i>	<i>iv</i>
<i>List of Figures</i>	<i>v</i>
<i>List of Appendices</i>	<i>vi</i>
Chapter 1: Introduction	1-1
1.1 Purpose	1-1
1.2 Implementation of the Plan.....	1-2
1.2.1 Joint Preparation of the Plan.....	1-2
1.2.2 Public Outreach.....	1-4
1.3 City of Oxnard Service Area.....	1-5
1.4 Climate	1-5
1.5 Potential Effects of Climate Change.....	1-6
1.6 List of Abbreviations and Acronyms.....	1-7
Chapter 2: Water Use	2-1
2.1 Population	2-1
2.2 Historical Water Use.....	2-2
2.2.1 Historic Water Sales to Other Agencies.....	2-4
2.2.2 Recycled Water Sales.....	2-5
2.2.3 Historical Other Water Uses.....	2-5
2.2.4 Total Historical Water Use	2-6
2.3 Existing and Targeted Per Capita Water Use	2-7
2.3.1 Base Daily Per Capita Water Use for SBX7-7 Reduction	2-7
2.3.2 Compliance Water Use Targets for SBX7-7 Reduction	2-8
2.4 Projected Water Use	2-9
2.4.1 Projected Water Demands	2-9
2.4.1.1 Water Neutrality Policy.....	2-10
2.4.2 Projected Sales and Other Water Uses	2-10
2.4.3 Total Projected Water Use	2-11
2.4.4 Projected Water Demands for Low Income Households	2-12
2.4.5 Other Factors Affecting Water Usage	2-13
2.4.5.1 Weather Effects on Water Usage	2-13
2.4.5.2 Conservation Effects on Water Usage.....	2-13
Chapter 3: Water Resources	3-1
3.1 Wholesale (Imported) Water Supplies.....	3-1
3.1.1 Imported Water, State Water Project: MWDSC	3-2
3.1.2 Imported Water: CMWD.....	3-4
3.1.3 Imported Water: The City	3-4
3.2 Groundwater	3-4
3.2.1 Groundwater Basin Description	3-4
3.2.2 Fox Canyon Groundwater Management Agency	3-6

Table of Contents (cont'd)

3.2.2.1	FCGMA Programs	3-7
3.2.2.2	FCGMA Ordinances	3-8
3.2.2.3	City Access to Groundwater Under FCGMA Regulations.....	3-9
3.2.2.4	FCGMA Groundwater Management Plan.....	3-9
3.2.3	United Water Conservation District Groundwater	3-10
3.2.4	City Groundwater	3-11
3.3	Recycled Water.....	3-13
3.4	Transfers, Exchanges, and Groundwater Banking Programs.....	3-13
3.5	Total Anticipated Water Supply.....	3-14
3.6	Planned Water Supply Projects and Programs.....	3-14
3.6.1	GREAT Program.....	3-15
3.7	Desalinated Water	3-16
Chapter 4:	Recycled Water	4-1
4.1	Recycled Water Master Plan	4-1
4.2	Potential Sources of Recycled Wastewater	4-1
4.2.1	Existing Facilities	4-1
4.2.2	Planned Improvements and Expansions	4-1
4.3	Recycled Water Demand	4-2
4.3.1	Current Use	4-2
4.3.2	Potential Users	4-2
4.3.3	Potential Recycled Water Demand.....	4-2
4.3.4	Recycled Water Comparison	4-3
4.4	Methods to Encourage Recycled Water Use	4-3
4.5	Optimization Plan.....	4-4
Chapter 5:	Water Quality.....	5-1
5.1	Imported Water	5-2
5.1.1	Total Dissolved Solids	5-2
5.2	Groundwater	5-2
5.2.1	UWCD Groundwater.....	5-2
5.2.1.1	Nitrates	5-2
5.2.1.2	Methyl Tertiary Butyl Ether (MTBE)	5-3
5.2.2	City Groundwater	5-3
5.2.2.1	Nitrates	5-3
5.2.2.2	Radionuclides	5-4
5.3	Water Quality Impacts on Reliability	5-4
Chapter 6:	Reliability Planning	6-1
6.1	Reliability of Water Supplies	6-1
6.1.1	Reliability of Imported Water Supplies: MWDSC	6-2
6.1.2	Reliability of Imported Water Supplies: CMWD	6-3

Table of Contents (cont'd)

	6.1.3	Reliability of Imported Water Supplies: The City	6-4
	6.1.4	UWCD Groundwater	6-4
	6.1.5	City Groundwater	6-5
	6.1.6	Reliability of Recycled Water Supplies.....	6-5
6.2		Normal, Single-Dry, and Multiple-Dry Year Planning	6-5
	6.2.1	Supply and Demand Comparison	6-5
	6.2.2	Normal Water Year	6-5
	6.2.3	Single-Dry Water Year	6-7
	6.2.4	Multiple-Dry Water Years	6-9
	6.2.5	Summary of Comparisons.....	6-10
Chapter 7:		Demand Management.....	7-1
	7.1	Background	7-1
	7.2	The City of Oxnard and the Demand Management Measures.....	7-2
		7.2.1 Foundational BMPs.....	7-3
		7.2.2 Programmatic BMPs	7-3
	7.3	Implementation Plan.....	7-3
Chapter 8:		Water Shortage Contingency Planning	8-1
	8.1	Coordinated Planning.....	8-1
	8.2	Water Conservation and Water Shortage Response	8-1
	8.3	General Water Waste Prohibitions	8-2
		8.3.1 Implementation.....	8-2
		8.3.2 Goals and Allocations	8-2
		8.3.2.1 Single-Family Residential Customers	8-4
		8.3.2.2 Multi-Family Residential Customers	8-4
		8.3.2.3 Commercial, Industrial, Agricultural and Landscape Customers	8-4
		8.3.2.4 New Customer	8-4
	8.3.3	Minimum Supply over the Next Three Years	8-5
	8.4	Catastrophic Supply Interruption Plan.....	8-5
	8.5	Enforcement of Water Use Allocations.....	8-6
		8.5.1 Notice of Violation	8-8
		8.5.2 Request for Adjustments.....	8-8
		8.5.3 Appeal and Hearing	8-9
	8.6	Emergency Service Connections	8-9
	8.7	Analysis of Revenue Impacts of Reduced Sales during Shortages	8-9
	8.8	Water Use Monitoring Procedures	8-12
		References.....	i

Table of Contents (cont'd)

List of Tables

- 1-1 Agency Coordination Summary
- 1-2 Public Participation Timeline
- 1-3 Climate Data for the City of Oxnard
- 2-1 Population Growth Rates
- 2-2 Population Projections
- 2-3 Historic Water Use (AF)
- 2-4 Historic Service Connections
- 2-5 Historic Use by Customer Class (AF)
- 2-6 Historic Sales to Other Agencies (AF)
- 2-7 Historic Use for System Operation (AF)
- 2-8 Unaccounted-For Water Losses
- 2-9 Historic "Other" Water Uses (AF)
- 2-10 Historic Total Water Use (AF)
- 2-11 City of Oxnard - Base Daily Per Capita Water Use
- 2-12 Baseline and Target Daily Per Capita Water Use Summary (GPCD)
- 2-13 Summary of Projected Water Demands (AF)
- 2-14 Current and Projected Water Deliveries by Customer Type (AF)
- 2-15 Projected Sales and Other Water Uses (AF)
- 2-16 Total Projected Water Use (AF)
- 2-17 Low Income Water Demands (AF)
- 3-1 Summary of Current and Projected Water Supplies (AF)
- 3-2 UWCD Sub-Allocations (AFY)
- 3-3 City Water Purchases from UWCD (AF)
- 3-4 Groundwater Well Locations, Status and Capacity
- 3-5 City Water Production (AF)
- 3-6 Anticipated Water Supplies (AF)
- 3-7 Existing and Proposed Seawater Desalination Facilities Along the Southern California Coast
- 4-1 Actual and Projected Recycled Water Use (AF)
- 4-2 Recycled Water Uses 2005 Projection Compared with 2010 Actual (AF)

Table of Contents (cont'd)

- 5-1 Current and Projected Water Supply Changes Due to Water Quality in Percentage Change
- 6-1 Factors Resulting in Inconsistency of Supply
- 6-2 Projected Supply and Demand Comparison Scenario: Normal Year (AF)
- 6-3 Projected Supply and Demand Comparison Scenario: Single Dry Year (AF)
- 6-4 Projected Supply and Demand Comparison Scenario: Multiple Dry Year (AF)
- 7-1 GPCD Compliance Schedule
- 7-2 Programs Identified for Implementation
- 8-1 Reduction Goals and Allocations
- 8-2 Per Capita Health and Safety Water Quantity Calculations
- 8-3 Three-Year Estimated Minimum Water Supply (AF)
- 8-4 Preparation Actions for a Catastrophe
- 8-5 Water Shortage Emergency Plan Penalties
- 8-6 Penalties and Charges
- 8-7 Consumption Reduction Methods
- 8-8 Actions and Conditions That Impact Revenues
- 8-9 Actions and Conditions That Impact Expenditures
- 8-10 Proposed Measures to Overcome Revenue Impacts
- 8-11 Proposed Measures to Overcome Expenditure Impacts
- 8-12 Water Use Monitoring Mechanisms

List of Figures

- 1-1 City of Oxnard Water Service Area
- 2-1 Historic Water Use
- 7-1 Implementation Schedule
- 7-2 Elements of the Conservation Program

Table of Contents (cont'd)

List of Appendices

- A DWR Checklist
- B Public Outreach Materials
- C Three-Party Agreement
- D AWWA M36 Water Audit
- E FCGMA Ordinance No. 8
- F 1996 Water Supply Agreement for Delivery of Water through the Oxnard/Hueneme Pipeline
- G Municipal and Industrial Supplemental Water Program Agreement
- H Ferro Pit Program Agreement
- I 2009 and 2010 BMP Reports and Certificate of Compliance
- J CUWCC Target Calculator
- K Ordinances 2729, 2810 and 2826

Chapter 1: Introduction

This volume presents the 2010 Urban Water Management Plan for the City of Oxnard (City) service area. This chapter describes the general purpose of the Plan, discusses Plan implementation, and provides general information about the City of Oxnard and service area characteristics. A list of acronyms and abbreviations is also provided.

1.1 Purpose

An Urban Water Management Plan (UWMP or Plan) is a planning tool that generally guides the actions of water management agencies. It provides managers and the public with a broad perspective on a number of water supply issues. It is not a substitute for project-specific planning documents, nor was it intended to be when mandated by the State Legislature. For example, the Legislature mandated that a plan include a section which “describes the opportunities for exchanges or water transfers on a short-term or long-term basis.” (California Urban Water Planning Act, Article 2, Section 10630[d].) The identification of such opportunities, and the inclusion of those opportunities in a general water service reliability analysis, neither commits a water management agency to pursue a particular water exchange/transfer opportunity, nor precludes a water management agency from exploring exchange/transfer opportunities not identified in the Plan. When specific projects are chosen to be implemented, detailed project plans are developed, environmental analysis, if required, is prepared, and financial and operational plans are detailed.

In short, this Plan is a management tool, providing a framework for action, but not functioning as a detailed project development or action. It is important this Plan be viewed as a long-term, general planning document, rather than as an exact blueprint for supply and demand management. Water management in California is not a matter of certainty, and planning projections may change in response to a number of factors. From this perspective, it is appropriate to look at the Plan as a general planning framework, not a specific action plan. It is an effort to generally answer a series of planning questions including:

- What are the potential sources of supply and what is the reasonable probable yield from them?
- What is the probable demand, given a reasonable set of assumptions about growth and implementation of good water management practices?
- How well do supply and demand figures match up, assuming that the various probable supplies will be pursued by the implementing agency?

Using these “framework” questions and resulting answers, the implementing agency will pursue feasible and cost-effective options and opportunities to meet demands. The City of Oxnard will explore enhancing basic supplies outside of or in addition to traditional sources. These include additional groundwater extraction and recycling. Specific planning efforts will be undertaken in regard to each option, involving detailed evaluations of how each option would fit into the overall supply/demand framework, how each option would impact the environment, and how each option would affect customers. The objective of these more detailed evaluations would be to

find the optimum mix of conservation and supply programs to ensure the needs of the customers are met.

The California Urban Water Management Planning Act (Act) requires preparation of a plan that:

- Accomplishes water supply planning over a 20-year period in five year increments. (The City of Oxnard is going beyond the requirements of the Act by developing a plan which spans 25 years.)
- Identifies and quantifies adequate water supplies, including recycled water, for existing and future demands, in normal, single-dry, and multiple-dry years.
- Implements conservation and efficient use of urban water supplies.

A checklist to ensure compliance of this Plan with the Act requirements is provided in Appendix A.

In short, the Plan answers the question: *Will there be enough water for the City of Oxnard in future years, and what mix of programs should be explored for making this water available?*

It is the stated goal of the City of Oxnard to deliver a reliable and high quality water supply for their customers, even during dry periods. Based on conservative water supply and demand assumptions over the next 25 years in combination with conservation of non-essential demand during certain dry years, the Plan successfully achieves this goal.

1.2 Implementation of the Plan

This subsection provides the cooperative framework within which the Plan will be implemented including agency coordination, public outreach and resources maximization.

1.2.1 Joint Preparation of the Plan

Agencies directly or indirectly involved in matters related to the City of Oxnard's water supplies are:

- Metropolitan Water District of Southern California (MWDSC): wholesale supplier of imported surface water
- Calleguas Municipal Water District (CMWD): wholesale supplier of imported surface water (Member agency of MWDSC)
- United Water Conservation District (UWCD): wholesale supplier of groundwater and primary groundwater replenishment agency for the Lower Santa Clara River watershed
- Port Hueneme Water Agency (PHWA): adjacent to the City and receives CMWD water through a portion of City system
- Fox Canyon Groundwater Management Agency (FCGMA): oversees the groundwater basins in southwestern Ventura County

- City of Ventura: adjacent to the City
- City of Camarillo: adjacent to the City
- City of Port Hueneme: adjacent to the City and member agency of PHWA
- County of Ventura: preparer of the Watersheds Coalition of Ventura County Integrated Regional Water Management Plan
- Channel Islands Beach Community Services District (CIBCSD): a member agency of PHWA
- Naval Base Ventura County (NVBC): member agency of PHWA
- City of Oxnard Development Services Department: planning information for generation of future demands
- Ventura Local Agency Formation Commission

As part of the City's plan, UWMP's from CMWD and UWCD were reviewed, along with the Regional UWMP prepared by MWDSC.

Table 1-1 shows the level of coordination with appropriate agencies, indicates the specific participating agencies and their roles in the UWMP development.

**TABLE 1-1
AGENCY COORDINATION SUMMARY**

	Participated in UWMP Development	Received Copy of Draft	Commented on the Draft	Attended Public Meetings	Contacted for Assistance	Sent Notice of Intention to Adopt	Not Involved/ No Information
Calleguas Municipal Water District	X	X			X	X	
United Water Conservation District	X	X	X		X	X	
Port Hueneme Water Agency	X	X			X	X	
City of Ventura	X	X			X	X	
County of Ventura	X	X			X	X	
Fox Canyon Groundwater Management Agency	X	X	X		X	X	
City of Camarillo		X				X	
City of Oxnard Development Services Dept.	X	X			X	X	

1.2.2 Public Outreach

The City of Oxnard has encouraged community participation in water planning. Notices of public meetings were published in the local press. Copies of the Draft Plan were made available at City Hall, local public libraries and sent to the County of Ventura, as well as other interested parties. The City's Public Works and Development Services Departments also coordinated regarding planned development and the probable implementation of approved development. Such informed data gathering on important issues is a means of checking the short-term "reality" of official projections.

The City of Oxnard notified the public within its service area of the opportunity to provide input regarding the Plan. Table 1-2 presents a timeline for public participation during the development of the Plan. A copy of the public outreach materials, including newspaper notices and invitation letters are attached in Appendix B.

**TABLE 1-2
PUBLIC PARTICIPATION TIMELINE**

March 26, 2012	Preliminary Draft UWMP	Preliminary Draft released to solicit input
May 15, 2012	Public Hearing	UWMP considered for approval by the City of Oxnard
May 15, 2012	Adoption of UWMP	City Council adoption of 2010 UWMP per Resolution No. 14,175
June 14, 2012	Final UWMP	Final UWMP released

The components of public participation include:

Local Media

- Paid advertisements in Ventura County Star newspaper

Community-based Outreach

- Inter Neighborhood Council Forum (INCF)

City/County Outreach

- Meeting with City of Ventura
- Meeting with County of Ventura Watershed Protection District
- Meeting with City of Oxnard Development Services Department

Public Availability of Documents

- City Hall
- Public Libraries
- City website

1.3 City of Oxnard Service Area

The City of Oxnard provides retail water service to a population of approximately 201,600, through approximately 40,750 service connections. Figure 1-1 shows the boundaries of the City of Oxnard's service area. Current water suppliers include CMWD (imported surface water) and UWCD (groundwater). CMWD is a member agency of MWDSC.

1.4 Climate

The City is located in the Oxnard Plain, which has a mild Mediterranean style climate, with cool wet winters and mild, dry summers. Temperatures only rarely fall below freezing in winter. Average rainfall is approximately 15 inches per year, mostly during the winter period between December and April.

Table 1-3 shows the average temperatures, precipitation and evapotranspiration (ETo) for the City of Oxnard.

**TABLE 1-3
CLIMATE DATA FOR THE CITY OF OXNARD**

	Jan	Feb	Mar	Apr	May	Jun
Standard Monthly Average ETo (inches) ^(a)	1.83	2.20	3.42	4.49	5.25	5.67
Average Rainfall (inches) ^(b)	3.41	3.90	3.04	0.72	0.21	0.05
Average Max. Temperature (Fahrenheit) ^(b)	66	66	65	68	68	70

	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Standard Monthly Average ETo (inches) ^(a)	5.86	5.61	4.49	3.42	2.36	1.86	46.43
Average Rainfall (inches) ^(b)	0.02	0.07	0.36	0.36	1.37	2.11	15.62
Average Max. Temperature (Fahrenheit) ^(b)	73	74	74	73	70	66	69.4

Notes:

(a) ETo data provided for Oxnard region, <http://www.cimis.water.ca.gov/cimis/welcome.jsp>

(b) Average weather for Oxnard, CA, <http://countrystudies.us/united-states/weather/California/oxnard.htm>

During the late summer and early fall period, hot, dry Santa Ana winds can create high water demands. Also, during frost days, agricultural growers may use water to prevent their crops from freezing, increasing demands in those early mornings; this will primarily impact the recycled water deliveries as part of the Groundwater Recovery Enhancement and Treatment (GREAT) Program (described in Chapter 4).

In its Regional UWMP, Metropolitan Water District indicated the critical periods are:

- Single dry year – 1977
- Multiple dry years – 1990 to 1992

MWDSC dry periods include the impacts of drought beyond the local areas, since it receives water from both Northern California and the Colorado River.

Chapter 6 evaluates the impacts of climate and seasonal differences in terms of water supply and demand.

1.5 Potential Effects of Climate Change

A topic of growing concern for water planners and managers is global warming and the potential impacts it could have on California's future water supplies. California Department of Water Resources' (DWR's) California Water Plan Update 2005 contains the first-ever assessment of such potential impacts in a California Water Plan.

Volume 1, Chapter 4 of the California Water Plan, "Preparing for an Uncertain Future," lists some potential impacts of global warming, based on more than a decade of scientific studies on the subject:

- Could produce hydrologic conditions, variability, and extremes that are different from what current water systems were designed to manage
- May occur too rapidly to allow sufficient time and information to permit managers to respond appropriately
- May require special efforts or plans to protect against surprises or uncertainties

Should global warming increase over time, it may cause a number of changes impacting future water supplies, including changes in Sierra snowpack, hydrologic patterns, sea level, rainfall intensity, and statewide water demand. Computer models (such as CALVIN) have been developed to show water planners how California water management might adapt to climate change. DWR has committed to update and refine these models based on ongoing scientific data collection and to incorporate this information into future California Water Plans. As DWR develops more specific assessments of the potential effects of climate change on State Water Project (SWP) delivery reliability and water demands, the City of Oxnard can update its Plan accordingly.

1.6 List of Abbreviations and Acronyms

The following abbreviations and acronyms are used in this report.

AB	Assembly Bill
Act	California Urban Management Planning Act
ADWF	Average dry weather flow
AF	Acre-feet
AFY	Acre-feet per year
ASR	Aquifer storage and recovery
AWPF	Advanced Water Purification Facility
BDCP	Bay-Delta Conservation Plan
BIA	Building Industry Association
BMO	Basin management objective
BMP	Best management practice
BWRDF	Brackish Water Reclamation Demonstration Facility
CAT	Climate Action Team
CAUSE	Central Coast Alliance United for a Sustainable Economy
CCR	Consumer Confidence Report
CFS or cfs	Cubic feet per second
CIBCSO	Channel Islands Beach Community Services District
CII	Commercial, industrial, and institutional
City	City of Oxnard
CMP	Conservation Master Plan
CMWD	Calleguas Municipal Water District
COG	Council of Governments
CUWCC	California Urban Water Conservation Council
CVP	Central Valley Project
DMM	Demand management measure
DPH	Department of Public Health
DWR	Department of Water Resources
EPA	Environmental Protection Agency
ESA	Endangered Species Act
ETo	Evapotranspiration
FCGMA	Fox Canyon Groundwater Management Agency
GPCD	Gallons per capita per day
GPM	Gallons per minute
gpd/ft ²	Gallons per day per square foot
GREAT	Groundwater Recovery, Enhancement and Treatment
HCD	Housing and Community Development

HCF	Hundred cubic feet
HCP	Habitat Conservation Plan
INCF	Inter Neighborhood Council Forum
LAS	Lower Aquifer System
MAF	Million acre-feet
MCL	Maximum contaminant level
M&I	Municipal and industrial
MGD	Million gallons per day
mg/L	Milligrams per liter
MTBE	Methyl tertiary butyl ether
MOU	Memorandum of Understanding Regarding Water Conservation in California
MWDSC	Metropolitan Water District of Southern California
NBVC	Naval Base Ventura County
NPDES	National Pollutant Discharge Elimination System
O-H	Oxnard-Hueneme System
OVMWD	Ocean View Municipal Water District
OVS	Ocean View System
OWWTP	Oxnard Wastewater Treatment Plant
P&G	Procter and Gamble
PHG	Public health goal
PHWA	Port Hueneme Water Agency
Plan	2010 Urban Water Management Plan
RHNA	Regional housing needs allocation
RO	Reverse osmosis
RWBS	Recycled Water Backbone System
RWMP	Recycled Water Master Plan
SB	Senate Bill
SBX7-7	Senate Bill 7 of Special Extended Session 7
SCAG	Southern California Association of Governments
SQUIMP	Stormwater Quality Urban Impact Mitigation Plan
SWP	State Water Project
TDS	Total dissolved solids
UAS	Upper Aquifer System
UWCD	United Water Conservation District
UWMP	Urban Water Management Plan
VCOG	Ventura Council of Governments

**FIGURE 1-1
CITY OF OXNARD WATER SERVICE AREA**



Chapter 2: Water Use

This section describes historic and current water usage and the methodology used to project future demands within the City's service area. Water deliveries are divided into sources including imported water, groundwater, and recycled water. Water usage is divided into sectors such as residential, industrial, landscape, and other purposes. For this evaluation, existing land use data and new construction information were compiled from the City's Development Services Department. This information was then compared to historical trends for new water service connections and customer water usage information.

Several factors are important when discussing City water demands:

- Water from City wells is extracted, treated, and delivered only to City customers under normal operations.
- Water from UWCD is delivered to Oxnard-Hueneme (O-H) Pipeline Contractors (including the City of Oxnard, PHWA, and mutual water companies within the City).
- Water from CMWD is delivered to:
 - City of Oxnard.
 - PHWA through the Three-Party Agreement between CMWD, the City of Oxnard and PHWA. Water is conveyed through the City's facilities to PHWA's Brackish Water Reclamation Demonstration Facility (BWRDF). A copy of the Three-Party Agreement is included in Appendix C.
 - Blending Station Number 6 occasionally delivers desalted groundwater to PHWA via the Oxnard-Del Norte Conduit system.
 - Procter & Gamble (P&G), a large industrial water customer in the City of Oxnard, has a direct connection to the Oxnard Conduit, which transports water from CMWD's Springville Reservoir. P&G's paper manufacturing processes require higher quality water than the City's current blended water system can provide. P&G and the City entered into a special non-tariff-based agreement for water supplies delivered through City facilities.

The term "water production" reflects the total amount of water purchased from CMWD and UWCD as well as the amount pumped from City-owned and operated extraction wells. Each source of water supply is metered before it enters the water distribution system. Unaccounted-for-water is the difference between metered production and billed water deliveries. Unaccounted-for-water typically includes but is not necessarily limited to: leakage in the system, un-metered fire hydrant water, un-metered construction water, and meter inaccuracies.

2.1 Population

The City of Oxnard has a mix of housing types, including single-family residences and multi-family residences. According to the 2010 U.S. Census, there was a population of approximately

198,000 persons within the City limits. Subtracting those served by mutual water companies and adding those now served by the Ocean View System (OVS) (described in Section 2.2.1) yields a population served of approximately 201,500. The average number of persons per household was 3.85 and the average family size was 4.16 persons. Between 1990 and 2000, Oxnard had the second fastest growth rate of all cities within Ventura County. Growth rates for Oxnard, Ventura County, and California then showed a decrease between 2005 and 2009. Population estimates and projections from 2001 to 2035 were provided by the City and were developed in 2008 with funding and technical assistance from the Southern California Association of Governments (SCAG), adopted by the Ventura Council of Governments (VCOG) and the Oxnard City Council. The population growth rate for the 25-year period covered by this Plan is shown in Table 2-1.

**TABLE 2-1
POPULATION GROWTH RATES**

Period	Rate
2011-2015	7.7
2016-2020	3.9
2021-2025	3.7
2026-2030	3.6
2031-2035	3.5

Table 2-2 provides historic and projected population estimates for the City's service area using these growth rates.

**TABLE 2-2
POPULATION PROJECTIONS**

Year	2010^(a)	2015	2020	2025	2030	2035
Population	201,499	216,964	225,399	233,834	242,269	250,706

Note: (a) 2010 Census Redistricting Data (Public Law [P.L.] 94-171) Summary File—Oxnard city/prepared by the U.S. Census Bureau, 2011, less mutual water companies' population, and including population served by the OVS.

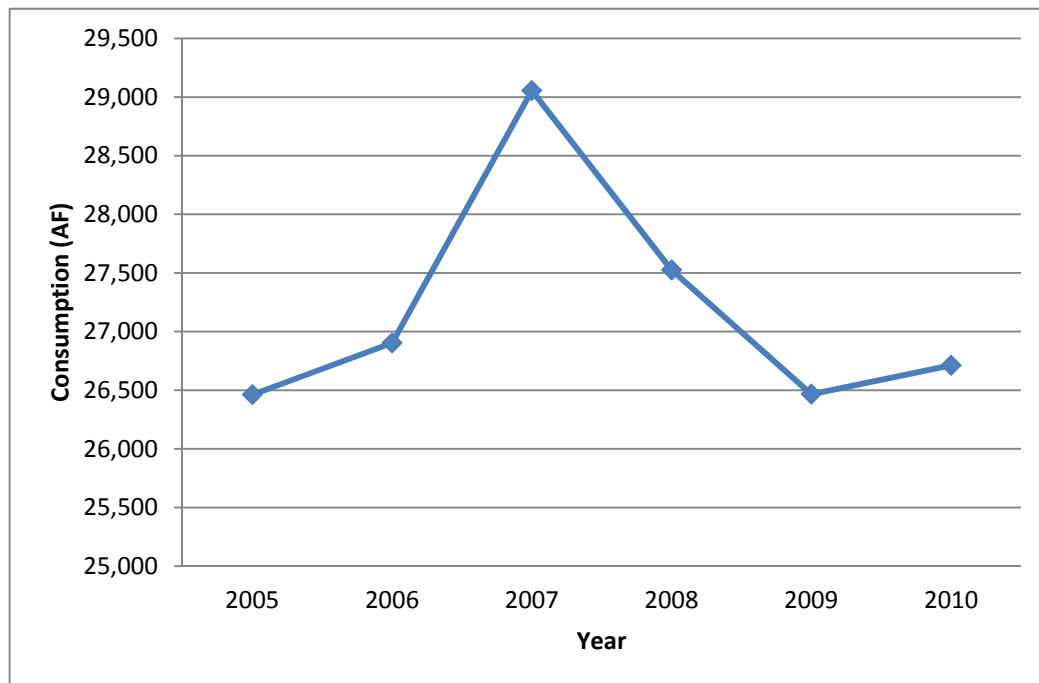
2.2 Historical Water Use

Predicting future water supply requires accurate historic water use patterns and water usage records. The historical use of all water supplies in acre-feet (AF) used to meet municipal water requirements, including the use of local groundwater, imported water supplies and recycled water, are summarized in Table 2-3. Figure 2-1 illustrates this use, which shows a steady increase in water demand until 2008, with a downturn in recent years likely due to economic conditions and response by customers to dry-year conservation efforts.

**TABLE 2-3
HISTORIC WATER USE (AF)**

Year	Water Use
2005	26,462
2006	26,903
2007	29,055
2008	27,525
2009	26,466
2010	26,712

**FIGURE 2-1
HISTORIC WATER USE**



The City currently serves 40,802 potable water connections, all of which are metered accounts. In 2010, approximately 85.6 percent of the service connections were residential and commercial. Table 2-4 shows the City's service connections since 2005.

**TABLE 2-4
HISTORIC SERVICE CONNECTIONS**

Customer Class	2005	2006	2007	2008	2009	2010
Single-family	30,363	31,041	31,583	32,188	32,544	32,837
Multi-family/Commercial	2,000	2,022	2,020	2,018	2,027	2,031
Industrial/Institutional/Government	2,509	2,557	2,549	2,598	2,604	2,648
Landscape	1,353	1,386	1,442	1,489	1,525	1,540
Agricultural	0	0	0	0	50	50
Other	1,504	1,596	1,527	1,605	1,648	1,696
Total	37,729	38,602	39,121	39,898	40,398	40,802

Predicting future water supply requires accurate historic water use patterns and water usage records. Table 2-5 shows historic water use by customer class from 2005 to 2010.

**TABLE 2-5
HISTORIC USE BY CUSTOMER CLASS (AF)**

Customer Class	2005	2006	2007	2008	2009	2010
Single-family	11,128	11,444	11,822	11,400	11,005	10,126
Multi-family/Commercial	4,446	4,324	4,240	4,321	4,214	4,034
Industrial/Institutional/Government	7,760	7,860	8,948	7,876	6,531	8,498
Landscape	3,008	3,172	3,516	3,754	3,466	3,067
Agricultural	0	0	0	0	1,141	940
Other	120	103	529	174	109	47
Total	26,462	26,903	29,055	27,525	26,466	26,712

2.2.1 Historic Water Sales to Other Agencies

The City of Oxnard, CMWD and PHWA entered into a Three-Party Agreement in 2002, which provides PHWA with CMWD water through Oxnard's O-H pipeline. The City also supplied water to the Ocean View Municipal Water District (OVMWD) until 2008, when the OVMWD was dissolved and has since been managed and operated by the City. The OVMWD's distribution system is now referred to as the Ocean View System and the demand of the Ocean View customers is accounted for as part of the City's total demand, with much of the demand categorized as agricultural water use. Table 2-6 shows the historic sales to PHWA and OVMWD from 2005 to 2010. The City does not sell water to any other agencies; however, with the completion of Blending Station Number 6 in 2011, the City can provide desalted groundwater to PHWA in the case that PHWA's O-H pipeline supply becomes temporarily unavailable.

**TABLE 2-6
HISTORIC SALES TO OTHER AGENCIES (AF)**

	2005	2006	2007	2008	2009	2010
PHWA	1,644	2,063	2,567	1,198	1,279	841
OVMWD	1,041	983	1,040 ^(a)	1,737	0	0
Total	2,685	3,046	3,607	2,935	1,279	841

Note: (a) Water use in May, June, July and August 2007 estimated by United Water Conservation District while meter underwent replacement.

2.2.2 Recycled Water Sales

The City currently does not serve recycled water to any customers. Section 4 discusses the City's plans for its recycled water program.

2.2.3 Historical Other Water Uses

The City monitors water used for system operations, such as hydrant flushing, dead end flushing, flushing for water quality purposes, broken fire hydrants, main leaks, etc. The City has estimated 10.5 acre-feet per year (AFY) for fire suppression/treatment, well testing/flushing, damaged hydrants and main breaks. These amounts are shown in Table 2-7.

**TABLE 2-7
HISTORIC USE FOR SYSTEM OPERATION (AF)**

2005	2006	2007	2008	2009	2010
10.5	10.5	10.5	10.5	10.5	10.5

However, the City, like all water agencies, does have some unaccounted-for water. Unaccounted-for water is the difference between the amount of water produced and the amount of water billed to customers. Over the last five years unaccounted for water has averaged between 5 and 6 percent of produced water within the City's system.

The percentage of unaccounted-for water was estimated by comparing water production statistics to water sales statistics. Sources of unaccounted-for water include:

- Fire Hydrant Operations by the Fire Department: This represents the use of water for emergencies.
- Customer Meter Inaccuracies: Customer meters represent one of the main sources of unaccounted-for water as they tend to under-represent actual consumption in the water system.
- Leaking water lines: Leakage from water pipes is a common occurrence in water systems. A significant number of leaks remain undetected over long periods of time as they are very small; however these small leaks contribute to the overall unaccounted-for water.

- Unaccounted for jumper losses: jumpers placed in lieu of service water meters during construction contribute to unaccounted-for water usage that is generally not measured and difficult to estimate.

Table 2-8 indicates unaccounted-for water loss within the distribution system. The City has also conducted an American Water Works Association M36 water audit; the results are attached in Appendix D.

**TABLE 2-8
UNACCOUNTED-FOR WATER LOSSES**

Year	Water Sales and System		Unaccounted-for Water (AF)	Unaccounted-for Water (Percent)
	Water Production (AF)	Operation Use (AF)		
2005	27,354	26,472	882	3.2
2006	28,021	26,913	1,108	4.0
2007	28,597	29,065	-468	0.0
2008	27,681	27,535	146	0.5
2009	27,427	26,476	951	3.5
2010	26,809	26,722	87	0.3

In the 1990s the City operated a groundwater injection program for seasonal storage. Table 2-9 summarizes what DWR refers to as “other” water uses, besides metered deliveries and sales to other agencies. In late 2010, the City injected imported surface water into the Hueneme aquifer for extraction in 2011.

**TABLE 2-9
HISTORIC “OTHER” WATER USES (AF)**

Water Use	2005	2010
Saline Barriers	0	0
Groundwater Recharge	0	976
Conjunctive Use	0	0
Recycled Water	0	0
System Operations and Losses ^(a)	892.5	97.5
Total	892.5	1,073.5

Note: (a) From Tables 2-7 and 2-8.

2.2.4 Total Historical Water Use

Table 2-10 presents information on all historic water uses for the years 2005 and 2010.

**TABLE 2-10
HISTORIC TOTAL WATER USE (AF)**

Water Use	2005	2010
Total Water Deliveries (from Table 2-3)	26,462	26,712
Sales to Other Water Agencies (from Table 2-6)	2,685	841
Additional water uses and losses (from Table 2-9)	892	1,074
Total	30,039	28,627

2.3 Existing and Targeted Per Capita Water Use

2.3.1 Base Daily Per Capita Water Use for SBX7-7 Reduction

As described in Senate Bill 7 of Special Extended Session 7 (SBX7-7), it is the intent of the California legislature to increase water use efficiency and the legislature has set a goal of a 20 percent per capita reduction in urban water use statewide by 2020. As SBX7-7 applies to retail water suppliers, the City of Oxnard must comply with its requirements. Consistent with SBX7-7, the 2010 UWMP must provide an estimate of Base Daily Per Capita Water Use. This estimate utilizes information on population as well as base gross water use. For the purposes of this UWMP, population was estimated as described in the previous section. Base gross water use is defined as the total volume of water, treated or untreated, entering the distribution system of the City, excluding recycled water, net volume of water placed into long-term storage and water conveyed to another urban water supplier.

The UWMP Act allows urban water retailers to evaluate their base daily per capita water use using a 10 or 15-year period. A 15-year base period within the range January 1, 1990 to December 31, 2010 is allowed if recycled water made up 10 percent or more of the 2008 retail water delivery. If recycled water did not make up 10 percent or more of the 2008 retail water delivery, then a retailer must use a 10-year base period within the range January 1, 1995 to December 31, 2010. Recycled water did not make up 10 percent of the 2008 delivery and for this reason Base Daily Per Capita Water Use for the City has been based on a 10-year period. The period from the year 1999 through 2008 was chosen to represent the Base Daily Per Capita Water Use because it allows for the highest target. In addition, urban retailers must report daily per capita water use for a five-year period within the range January 1, 2003 to December 31, 2010. This 5-year base period is compared to the Target Base Daily Per Capita Water Use to determine the minimum water use reduction requirement. The 5-year period from 2003 through 2007 was chosen because it allows the highest target.

Using the methodology found in *Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use*, the City determined its targets for SBX7-7 compliance as shown in Table 2-11. Table 2-11 provides the data used to calculate the Base Daily Per Capita Water Use in gallons per capita per day (GPCD), and the 10-year and 5-year base periods for the City of Oxnard. Population was calculated using 2010 Census Redistricting Data (Public Law [P.L.] 94-171) Summary File—Oxnard city/prepared by the U.S. Census Bureau, 2011, less mutual water companies' population, and including population served by the OVS.

**TABLE 2-11
CITY OF OXNARD - BASE DAILY PER CAPITA WATER USE**

Base Period Year						
Sequence	Calendar	Distribution	Annual System	Annual Daily Per	10-Year	5-Year
Year	Year	System	Gross Water	Capita Water	Average	Average
		Population	Use (AFY)	Use (GPCD)	(GPCD)	(GPCD)
1	1995	149,368	21,863	130.7	-	-
2	1996	151,158	23,227	137.2	-	-
3	1997	153,392	24,555	142.9	-	-
4	1998	156,582	20,110	114.7	-	-
5	1999	159,743	24,449	136.6	-	-
6	2000	164,022	26,224	142.7	-	-
7	2001	168,363	26,088	138.3	-	-
8	2002	172,582	27,208	140.7	-	-
9	2003	175,384	26,919	137.0	-	-
10	2004	179,466	29,805	148.3	136.9	-
11	2005	181,355	27,354	134.7	137.3	-
12	2006	183,149	28,230	137.6	137.4	-
13	2007	186,104	29,009	139.2	137.0	139.3
14	2008	188,569	28,138	133.2	138.8	138.6
15	2009	201,432	26,497	117.4	136.9	132.4
Period Selected					1999-2008	2003-2007

Note: Shaded cells show calendar years used in selected 5-year average.

2.3.2 Compliance Water Use Targets for SBX7-7 Reduction

In addition to calculating base gross water use, SBX7-7 requires that the City, as a retail water supplier, identify its demand reduction targets for 2015 and 2020 by utilizing one of four options:

- Option 1. 80 percent of baseline GPCD water use (i.e., a 20 percent reduction).
- Option 2. The sum of the following performance standards: indoor residential use (provisional standard set at 55 GPCD); plus landscape use, including dedicated and residential meters or connections equivalent to the State Model Landscape Ordinance (80 percent ETo existing landscapes, 70 percent of ETo for future landscapes); plus 10 percent reduction in baseline commercial, industrial institutional use by 2020.
- Option 3. 95 percent of the applicable state hydrologic region target as set in the DWR "20x2020 Water Conservation Plan" (February 2010) (20x2020 Plan).
- Option 4. Savings by Water Sector: this provisional method developed by DWR, identifies water savings obtained through identified practices and subtracts them from the base daily per capita water use value identified for the water supplier.

The City has selected compliance Method 3 as the most feasible option to meet the Urban Water Use Target. It should be noted that the City is able to select Method 3 because of the already water efficient usage by City customers. The ten-year Baseline Daily Per Capita Water

Use is 138.8 GPCD. Method 1 and 4 result in a lower target and Method 2 is not feasible because it requires extensive documentation of the City's landscaped areas.

The City of Oxnard's service area is within the South Coast Hydrologic Region as defined by DWR and this hydrologic region has been assigned a 2020 water use target of 149 GPCD per the DWR 20x2020 Plan. The Urban Water Use Target using Method 3 is 95 percent of the hydrologic region target, or 142 GPCD. The 2015 target is defined as the point halfway between the baseline and the 2020 Target, and is 152 GPCD. However, since the City's current usage is already below the target (117.4 GPCD in 2009), it needs to comply with a minimum 5 percent reduction of average GPCD as described in SBX7-7 (determined over a five-year period). This results in a 2020 target of 132.4 GPCD.

Table 2-12 reports the City's baseline and target daily per capita water use. The City will need to maintain per capita use at current levels to stay below the SBX7-7 targets.

**TABLE 2-12
BASELINE AND TARGET DAILY PER CAPITA WATER USE SUMMARY (GPCD)**

Baseline Daily Per Capita Water Use	138.8
2015 Interim Urban Water Use Target	135.6
2020 Urban Water Use Target (Max allowable GPCD target in 2020 - 95% x 5-year baseline)	132.4

2.4 Projected Water Use

The following sections describe the City's projected water demands from customers, sales, and other water uses. A discussion of projected water demands from low-income households is also provided.

2.4.1 Projected Water Demands

The City's Development Services Department provided projected water demands based on development projects that are under evaluation, are in the planning process or are the result of its own water planning efforts for its service area. The City maintains historical data and works closely with property owners and developers in its service area to ensure they have an adequate water supply and the necessary infrastructure to provide water service.

New demand was based on development applications for known projects, build-out as projected in the 2030 General Plan, infill, redevelopment, and densification. For projects not specified by any City plans, demand was estimated at 1 percent over baseline demand per year. Projects expected include additional infill, redevelopment, the build-out of River Park, and the SouthShore, South Ormond Beach, Teal Club and Sakioka Farms community plans.

The projected water demand through 2035 is shown in Table 2-13.

**TABLE 2-13
SUMMARY OF PROJECTED WATER DEMANDS (AF)**

	2010 ^(a)	2015	2020	2025	2030	2035
Baseline Demand ^(b)	26,722	32,996	32,996	32,996	32,996	32,996
New Demand ^(c)	0	3,033	6,688	8,113	9,443	10,773
Total Projected Demand	26,722	36,029	39,684	41,109	42,439	43,769

Notes:

- (a) 2010 demands represent actual consumption.
- (b) Baseline demand represents demand from existing customers and is expected to remain stable through 2035.
- (c) New demand represents an increase in demand as a result of future currently known development projects with Specific Plans, as well as future infill, redevelopment, and other development designated in the City General Plan.

Table 2-14 shows the projected demands by customer type.

**TABLE 2-14
CURRENT AND PROJECTED WATER DELIVERIES BY CUSTOMER TYPE (AF)**

Customer Class	2015	2020	2025	2030	2035
Single-family	14,316	15,769	16,335	16,863	17,392
Multi-family/Commercial	5,589	6,155	6,376	6,582	6,789
Industrial/Institutional/Government	10,183	11,216	11,619	11,995	12,370
Landscape	4,426	4,875	5,050	5,214	5,377
Agricultural	1,410	1,553	1,609	1,661	1,713
Other	105	116	120	124	128
Total	36,029	39,684	41,109	42,439	43,769

2.4.1.1 Water Neutrality Policy

First established in 2008 and recently reaffirmed in 2011, the Oxnard City Council has established a water demand “neutrality” policy. That is, all new development approved within the City must offset the water demand associated with the project with a supplemental water supply. As noted above, “new development” includes all planned (anticipated in the current General Plan) and any unplanned future development occurring in the City.” Under the policy, a development can be water neutral by meeting its projected demand through: existing FCGMA groundwater allocations that are transferred to the City; contributing to increased efficiency by funding water conservation or recycled water retrofit projects; providing additional water supplies; or any combination of these options. While this City policy has not been codified, it has been applied to every development project approved since 2008.

2.4.2 Projected Sales and Other Water Uses

The City expects to continue providing PHWA with CMWD water through the Three-Party Agreement. As the City’s recycled water program is implemented, recycled water sales are expected to begin in 2013 and increase as more customers are connected to the system. Table 2-15 shows the projected sales and other water uses.

**TABLE 2-15
PROJECTED SALES AND OTHER WATER USES (AF)**

Water Use	2015	2020	2025	2030	2035
Sales to Other Agencies ^(a)	1,000	1,000	1,000	1,000	1,000
Saline Barriers	0	0	0	0	0
Groundwater Recharge ^(b)	5,200	11,400	8,500 ^(c)	8,500	8,500
Conjunctive Use	0	0	0	0	0
Recycled Water ^(d)	0	0	0	0	0
System Operations and Losses ^(e)	1,600	1,600	1,600	1,600	1,600
Total	7,800	14,000	11,100	11,100	11,100

Notes:

- (a) Sales to PHWA are projected to be 1,000 AF/year. PHWA recently installed meters throughout their service area, resulting in decreased demands. 2010 demands were 841 AF (Table 2-6) and the City expects little future variation from the 2010 demands.
- (b) Groundwater recharge may occur when recycled water sales are less than the amount of recycled water produced by the AWPf. Excess recycled water will be injected into the groundwater for storage for future use or to combat seawater intrusion. Excess recycled water may also be sold to users outside of the City's service area in exchange for groundwater pumping allocation.
- (c) Recycled water production will increase in the year 2020 as capacity is expanded at the AWPf. The majority of the recycled water produced will be used for groundwater recharge until additional municipal and industrial customers are retrofitted for recycled water use (by the year 2025) and the recycled water is delivered to these customers to offset potable demand.
- (d) The City will be producing recycled water in the years 2015-2035 (see Table 4-1); however, the City does not consider this water as an "other water use." A portion of the recycled water produced will be used to offset current demands and is accounted for in Table 2-13, and the other portion will be used either for groundwater recharge or to offset groundwater use outside of the City's boundaries in exchange for pumping allocation. These uses are accounted for in the Groundwater Recharge line of this table (2-15).
- (e) While losses reported in Table 2-9 are lower, the City has analyzed its water losses using the detailed American Water Works Association's Water Audit Software (Version 4.1) and associated M36 Water Audits and Loss Control Manual and has found that system losses average between 5 and 6 percent. Therefore, the City's projects future losses to be 1,600 AF, or 6 percent of its baseline demand.

2.4.3 Total Projected Water Use

Table 2-16 presents information on all projected water uses for the years 2015 through 2035.

**TABLE 2-16
TOTAL PROJECTED WATER USE (AF)**

Water Use	2015	2020	2025	2030	2035
Total Water Deliveries (from Table 2-13) ^(a)	35,029	38,684	40,109	41,439	42,769
Sales to Other Water Agencies (from Table 2-15)	1,000	1,000	1,000	1,000	1,000
Additional Water Use and Losses (from Table 2-15)	6,800	13,000	10,100	10,100	10,100
Total	42,829	52,684	51,209	52,539	53,869

Note:

- (a) Total Water Deliveries in Table 2-13 include 1,000 AF of water delivered to PHWA. In this table (Table 2-16), deliveries to PHWA are separated out into their own line, "Sales to Other Water Agencies."

2.4.4 Projected Water Demands for Low Income Households

Senate Bill 1087 requires that water use projections in an UWMP include the projected water use for single-family and multi-family residential housing for lower income households as identified in the housing element of any city, county, or city and county general plan in the service area of the supplier.

Housing elements rely on the Regional Housing Needs Allocation (RHNA) generated by the State Department of Housing and Community Development (HCD) to allocate the regional need for housing to the regional Council of Governments (COG) (or a HCD for cities and counties not covered by a COG) for incorporation into housing element updates. Before the housing element is due, the HCD determines the total regional housing need for the next planning period for each region in the state and allocates that need. The COGs then allocate to each local jurisdiction its “fair share” of the RHNA, broken down by income categories; very low, low, moderate and above moderate, over the housing element’s planning period.

Jurisdictions located within the region covered by SCAG, including the County of Ventura, were required to submit their adopted Housing Elements to the State Department of Housing and Community Development by July 1, 2008. In Oxnard, 14.7 percent of households fall in the extremely-low income category, compared to 10.3 percent in Ventura County and 14.6 percent fall in the low income category, compared to 10.4 percent in Ventura County. The City of Oxnard last updated its housing elements in 2011, and it covers the January 1, 2006, to June 30, 2014, planning period.

Table 2-17 shows the expected low income water demands.

TABLE 2-17
LOW INCOME WATER DEMANDS^(a) (AF)

	2015	2020	2025	2030	2035
Demand w/Conservation					
Extremely Low	5,296	5,833	6,043	6,239	6,434
Low	5,260	5,794	6,001	6,196	6,390
Total	10,556	11,627	12,044	12,435	12,824

Note: (a) Demands already included within projections.

The City of Oxnard will not deny or condition approval of water services, or reduce the amount of services applied for by any proposed development unless one of the following occurs:

- City of Oxnard specifically finds that it does not have sufficient water supply,
- City of Oxnard is subject to a compliance order issued by the State Department of Public Health (DPH) that prohibits new water connections, or
- The applicant has failed to agree to reasonable terms and conditions relating to the provision of services.

2.4.5 Other Factors Affecting Water Usage

A major factor that affects water usage is weather. Historically, when the weather is hot and dry, water usage increases. The amount of increase varies according to the number of consecutive years of hot, dry weather and the conservation activities imposed. During cool, wet years, historical water usage has decreased, reflecting less water usage for exterior landscaping. This factor is discussed below in detail.

2.4.5.1 Weather Effects on Water Usage

California faces the prospect of significant water management challenges due to a variety of issues, including population growth, regulatory restrictions and climate change. Climate change is of special concern because of the range of possibilities and their potential impacts on essential operations, particularly operations of the SWP. The most likely scenarios involve increased temperatures, which will reduce the Sierra Nevada snowpack and shift more runoff to winter months, and accelerated sea level rise. These changes can cause major problems for the maintenance of the present water export system since water supplies are conveyed through the fragile levee system of the Sacramento-San Joaquin Delta. The other much-discussed climate scenario or impact is an increase in precipitation variability, with more extreme drought and flood events posing additional challenges to water managers¹.

2.4.5.2 Conservation Effects on Water Usage

In recent years, water conservation has become an increasingly important factor in water supply planning in California. Since the 2005 UWMP there have been a number of regulatory changes related to conservation, including new standards for plumbing fixtures, a new landscape ordinance, a state universal retrofit ordinance, new Green Building standards, demand reduction goals and more. The California Plumbing Code has instituted requirements for new construction that mandate the installation of ultra low-flow toilets and low-flow showerheads.

During the 1987 to 1992 drought period, overall water requirements due to the effects of hot, dry weather were projected to increase by approximately 10 percent. As a result of extraordinary conservation measures enacted during the period, the overall water requirements actually decreased by more than 10 percent.

Residential, commercial, and industrial usage can be expected to decrease as a result of the implementation of more aggressive water conservation practices. In southern California, the greatest opportunity for conservation is in developing greater efficiency and reduction in landscape irrigation. The irrigation demand can typically represent as much as 70 percent of the water demand for residential customers depending on lot size and amount of irrigated turf and plants. Currently, the City of Oxnard lies well below typical demand, with landscape water use making up an estimated 44 percent of the City's total annual water use; however conservation efforts will increasingly target this component of water demand.

¹ Final California Water Plan Update 2009 Integrated Water Management: Bulletin 160.

Chapter 3: Water Resources

The City's current water supply consists of imported surface water from CMWD, local groundwater from UWCD, and local groundwater from City wells. The City blends water from these three sources to achieve an appropriate balance between water quality, quantity, reliability, and cost.

From 2006 to 2010 the blend ratio of imported surface water and groundwater (either from UWCD or City wells) has varied between 1:1 and 1:2. Each of these sources is described in the following chapters.

Table 3-1 summarizes the City's current and projected water supplies through 2035.

**TABLE 3-1
SUMMARY OF CURRENT AND PROJECTED WATER SUPPLIES (AF)**

Water Supply Sources	2010^(a)	2015	2020	2025	2030	2035
<i>Existing Supplies:</i>						
Imported Water - Calleguas Municipal Water District	11,277	17,379	17,379	17,379	17,379	17,379
Groundwater - United Water Conservation District ^(b)	10,852	9,800	7,800	7,800	7,800	7,800
Groundwater - City-produced ^(c)	7,442	10,782	9,782	9,782	9,782	9,082
Brine Loss ^(d)	(1,254)	(1,490)	(1,641)	(1,700)	(1,755)	(1,810)
Subtotal Existing Supplies	28,317	36,471	33,320	33,261	33,206	32,451
<i>Planned Supplies</i>						
Future City Groundwater ^(e)	0	527	1,789	2,269	2,269	2,269
Future City Groundwater ^(f)	0	5,200	11,400	8,500	8,500	8,500
Recycled Water ^(g)	0	1,800	2,600	5,500	5,500	5,500
Subtotal Planned Supplies	0	7,527	15,789	16,269	16,269	16,269
Total Estimated Supplies	28,317	43,998	49,109	49,530	49,475	48,720

Notes:

- (a) 2010 supplies represent actual consumption, not a limitation in water supply.
- (b) City's sub-allocation held by UWCD plus the additional allocation resulting from the M&I Supplemental Water Program.
- (c) City's historical and baseline allocation (9,082 AF) plus additional credits resulting from the City's participation in the Ferro Pit Program and credits transferred to the City from PHWA as a result of the Three Party Agreement. The City also has FCGMA credits available as a supply source if needed.
- (d) Brine loss is assumed to be 20% of permeate production from desalting operations. Assumes that the City will continue its 2010 blend ratio of groundwater, desalted groundwater, and imported water to maintain product water quality between 600 to 700 TDS.
- (e) Future City groundwater allocations transferred to the City as agricultural lands are developed.
- (f) Future City groundwater allocations made available to the City as agricultural users abandon or reduce the use of their wells in exchange for recycled water and/or as a result of groundwater recharge.
- (g) GREAT Program recycled water sold to City water customers for municipal and industrial uses, including landscape irrigation.

3.1 Wholesale (Imported) Water Supplies

To provide for long-range improvement of its water quality, the City annexed to CMWD in February 1961. CMWD is a member agency of MWDSC. MWDSC is the State Water Contractor from which CMWD purchases SWP supplies.

3.1.1 Imported Water, State Water Project: MWDSC

The SWP originates in northern California and is conveyed over 500 miles to southern California through the SWP's system of reservoirs, aqueducts and pump stations. The SWP is the largest state-built, multi-purpose water project in the country. It was authorized by the California State Legislature in 1959, with the construction of most initial facilities completed by 1973. Today, the SWP includes 34 storage facilities, reservoirs and lakes, 20 pumping plants, four pumping-generating plants, five hydro-electric plants and approximately 700 miles of aqueducts and pipelines. The primary water source for the SWP is the Feather River, a tributary of the Sacramento River. Storage released from Oroville Dam on the Feather River flows down natural river channels to the Sacramento-San Joaquin River Delta (Delta). While some SWP supplies are pumped from the northern Delta into the North Bay Aqueduct, the vast majority of SWP supplies are pumped from the southern Delta into the 444-mile-long California Aqueduct. The California Aqueduct conveys water along the west side of the San Joaquin Valley to Edmonston Pumping Plant, where water is pumped over the Tehachapi Mountains and the aqueduct then divides into the East and West Branches.

The amount of SWP water delivered to MWDSC and other State Water Contractors in a given year depends on a number of factors, including the demand for the supply, amount of rainfall, snowpack, runoff, water in storage, pumping capacity from the Delta, and legal/regulatory constraints on SWP operation. Water delivery reliability depends on three general factors: the availability of water, the ability to convey water to the desired point of delivery, and the magnitude of demand for the water. Urban SWP contractors' requests for SWP water, which were low in the early years of the SWP, have been steadily increasing over time. Regulatory constraints have changed over time, becoming more restrictive.

Since the last round of UWMPs was prepared in 2005, the California Department of Water Resources has twice updated its State Water Project Delivery Reliability Report. The biennial Report assists SWP contractors in assessing the reliability of the SWP component of their overall supplies. The 2009 SWP Reliability Report updates DWR's estimate of the current (2009) and future (2029) water delivery reliability of the SWP. The updated analysis shows that the primary component of the annual SWP deliveries (referred to as Table A deliveries) will be less under current and future conditions, when compared to the preceding report (State Water Project Delivery Reliability Report 2007). The report discusses factors having the potential to affect SWP delivery reliability:

- Restrictions on SWP and Central Valley Project (CVP) operations due to State regulation and federal biological opinions to protect endangered fish such as Delta smelt and spring-run salmon;
- Climate change and sea level rise, which is altering the hydrologic conditions in the State;
- The vulnerability of Delta levees to failure due to floods and earthquakes.

"Water delivery reliability" is defined as the annual amount of water that can be expected to be delivered with a certain frequency. SWP delivery reliability is calculated using computer simulations based on 82 years of historical data.

The 2009 SWP Reliability Report recognizes continuing challenges to the ability of the SWP to deliver full contractual allotments of SWP water. For current conditions, the dominant factor for these reductions is the restrictive operational requirements contained in the federal biological opinions. Deliveries estimated for the 2009 Report expressly account for the operational restrictions of the biological opinions issued by the U.S. Fish and Wildlife Service in December 2008 and the National Marine Fisheries Service in June 2009 governing the SWP and CVP operations.

For future conditions, the 2009 SWP Reliability Report conservatively assumes that the restrictions imposed by the biological opinions will still be in place, and includes the potential effects of climate change to estimate future deliveries. The changes in run-off patterns and amounts are included along with a potential rise in sea level. Sea level rise has the potential to require more water to be released to repel salinity from entering the Delta in order to meet the water quality objectives established for the Delta. The 2005 SWP Reliability Report did not include any of these potential effects. For the 2007 SWP Reliability Report, the changes in run-off patterns and amounts were incorporated into the analyses, but the potential rise in sea level was not.

These updated analyses in the 2009 SWP Reliability Report indicate that the SWP, using existing facilities operated under current regulatory and operational constraints and future anticipated conditions, and with all contractors requesting delivery of their full Table A amounts in most years, could deliver 60 percent of Table A amounts on a long-term average basis.

An ongoing planning effort to increase long-term supply reliability for both the SWP and CVP is taking place through the Bay Delta Conservation Plan (BDCP). The co-equal goals of the BDCP are to improve water supply and restore habitat in the Delta. The BDCP is being prepared through a collaboration of state, federal, and local water agencies, state and federal fish agencies, environmental organizations, and other interested parties.

Several “isolated conveyance system” alternatives are being considered in the BDCP which would divert water from north of the Delta and convey it “around” the Delta to a point where water is pumped for the SWP and CVP. The new conveyance facilities would allow for greater flexibility in balancing the needs of the estuary with reliable water supplies. In December 2010, DWR released a “Highlights of the BDCP” document which summarizes the activities and expected outcomes of the BDCP. The results of preliminary analysis included in the document indicate the proposed conveyance facilities may increase the combined average long-term water supply to the SWP and CVP from 4.7 million acre-feet (MAF) per year to 5.9 MAF/year. This would represent an increase in reliability for State Water Project contractors from 60 percent to 75 percent. Planned completion of the BDCP and corresponding environmental analysis is early 2013.

For planning purposes, MWDSC based its 2010 Regional Urban Water Management Plan (November 2010) imported water supply projections on the 2009 SWP Reliability Report. Starting with the conservative water supply projections contained in the 2009 report, MWDSC assumed that measures to protect fish species and reduce water supply impacts would be implemented through the Bay-Delta process in the near term and that a new form of Delta conveyance would be fully operational by the year 2022. MWDSC also receives water from the Colorado River under a permanent service contract with the Secretary of the Interior; however, the water sold to CMWD consists only of water originating from the SWP.

3.1.2 Imported Water: CMWD

The SWP water purchased by CMWD is filtered and disinfected at MWDSC's Joseph Jensen Filtration Facility in Granada Hills. CMWD receives the treated water from MWDSC via the West Valley Feeder and either stores the treated water in Lake Bard to be treated before distribution or feeds the water directly to the Springville Reservoir near Camarillo. The water supply projections detailed in CMWD's 2010 UWMP (May 2011) are based on MWDSC's SWP projections, along with anticipated local supplies.

3.1.3 Imported Water: The City

The City receives SWP water from CMWD's Springville Reservoir through the City's Oxnard and Del Norte Conduits that feed five of the City's six water blending stations.

In 2010, the City purchased approximately 11,277 AF of water from CMWD. Of this amount, approximately 841 AF was distributed directly to PHWA. PHWA is responsible for providing water to the City of Port Hueneme, NBVC and the CIBCSO. The 11,277 AF also includes approximately 1,950 AFY for P&G, a private user that receives unblended water directly from CMWD through an agreement with the City.

Existing agreements between the City and CMWD do not guarantee the quantity of water the City may purchase. The City has a current MWDSC Tier 1 entitlement of 17,379.4 AFY. Tier 1 water corresponds to the amount "contracted for" by the City. It is in essence a capacity reservation and includes the water being delivered to PHWA. MWDSC Tier 2 water is normally available to the City of Oxnard; however, the cost per acre-foot is higher. There is less availability and reliability of Tier 2 water in periods of drought.

The Tier 1 entitlement of 17,379.4 AFY includes:

- P&G: 2,300 AFY
- "Reservation" for PHWA: The City has an agreement whereby if water from United Water Conservation District's Oxnard-Hueneme Pipeline is not available, then the City will make water available from its system. The 2010 sub-allocation is 3,467 AFY. This is 75 percent of the base, which is 4,623.33 AFY. For purposes of water supply discussion, it is being considered as a reservation from the Calleguas allocation, although the likelihood of the O-H system not being able to deliver water is relatively remote.

3.2 Groundwater

This section presents information about the City's groundwater supplies, including a description of the groundwater basin, and a review of historical, current, and projected conditions.

3.2.1 Groundwater Basin Description

The groundwater sources of supply for the City of Oxnard are groundwater from UWCD and groundwater from the City's own wells, drawn from two basins referred to locally as the Oxnard Forebay Groundwater Basin and the Oxnard Plain Groundwater Basin. The Oxnard Forebay Groundwater Basin and the Oxnard Plain Groundwater Basin are both located in the Oxnard Subbasin of the Santa Clara River Valley Groundwater Basin (Groundwater Basin Number

4-4.02), as identified in DWR Bulletin 118 (2006). Groundwater, whether from City wells or from UWCD wells, comprises approximately 60 percent of the City's water supply.

Within the Oxnard Forebay Groundwater Basin and the Oxnard Plain Groundwater Basin, there are two primary aquifer systems of importance to the City of Oxnard:

1. Upper Aquifer System (UAS) – The UAS consists of the semiperched zone, the Oxnard Aquifer, and the Mugu Aquifer.
2. Lower Aquifer System (LAS) – The LAS is comprised of the Hueneme, Fox Canyon, and Grimes Canyon Aquifers.

Water from UWCD is from the O-H System wells located in the Oxnard Forebay Groundwater Basin. The Forebay is an important part of the aquifer system, where the aquifers come together and are unconfined. The Basin is recharged from the Santa Clara River and by river water that is diverted to UWCD's spreading basins. The Basin is hydraulically connected to the aquifers in the Oxnard Basin. Thus, the primary recharge to the Oxnard Basin is from the underflow from the Forebay, rather than from deep percolation of water from surface sources on the plain.

Other groundwater areas of the Oxnard Plain are confined, meaning the groundwater aquifers are overlain by one or more clay layers. Above the uppermost layer there is perched water, but this water is of poor quality and is not used as a water supply.

The semiperched zone is the uppermost water-bearing unit in the area. It is composed of fine to medium-grained sand with interbedded silty clay lenses, with an average thickness of about 30 feet with a maximum of 80 feet. Immediately below the semiperched zone and overlying the Oxnard Aquifer is a confining bed, or clay cap, consisting primarily of silty and sandy clays with an average thickness of approximately 35 feet (Kennedy/Jenks, 1994) and with a maximum thickness of 150 feet.

The Oxnard Aquifer, part of the Upper Aquifer System and the most important water source on the Oxnard Plain, is composed of fine to coarse-grained sand, gravel, and boulder deposits. Within these areas, the aquifer is a single unit of high permeability with no prominent silt or clay lens interruptions and has an average and maximum thickness of approximately 91 and 150 feet, respectively, at an average depth of 100 to 180 feet below grade. Permeability, or the ability to transmit water, of this aquifer ranges from 1,700 to 2,000 gallons per day per square foot (gpd/ft²). The transmissivity of this aquifer is significant, and typically ranges from 100,000 to over 400,000 gpd/ft² (Kennedy/Jenks, 1994).

Immediately below the Oxnard Aquifer, and separating it from the Mugu Aquifer, is an aquitard composed of silty clay with some interbedded sandy clay lenses. The average thickness of this aquitard is approximately 30 feet, although the maximum thickness has been reported to be 150 feet. The material which forms the Mugu Aquifer is fine to coarse-grained sand and gravel with some interbedded silty clay. The average thickness of the water-bearing zone is approximately 110 feet. Permeability at the Mugu Aquifer ranges between 1,900 and 2,200 gpd/ft². In the Forebay area where the Santa Clara River enters the Oxnard Plain near Saticoy and near the Mugu Lagoon, the Mugu Aquifer merges with the Oxnard Aquifer. The Mugu Aquifer is reported to be in hydraulic continuity with the ocean (Kennedy/Jenks, 1994).

Underlying the Mugu Aquifer is an aquitard composed of silty clay that reaches a maximum thickness of 80 feet within the Oxnard Plain. This aquitard is continuous, except in the Forebay area, where the Hueneme Aquifer merges with the other groundwaters.

The Hueneme Aquifer is composed of irregularly interbedded sand, silt and clay, with some gravel, ranging in thickness from 100 feet within the City of Port Hueneme to about 300 feet north of the City of Oxnard. Permeability for this water-bearing zone is estimated to be 400 to 600 gpd/ft². This aquifer is reported to be in hydraulic continuity with the ocean. The Hueneme Aquifer is separated from the underlying Fox Canyon aquifer by an aquitard composed of silt and clay and which is absent only where the Fox Canyon Aquifer merges with the Hueneme Aquifer in the northern portion of the Forebay area. The maximum thickness in the basin is approximately 170 feet (Kennedy/Jenks, 1994).

The Fox Canyon Aquifer is composed of fine to coarse-grained sand with gravel stringers and interbedded silt and clay. With a maximum thickness of approximately 550 feet in the Oxnard Plain, permeability of this water-bearing zone range from 200 to 400 gpd/ft². The aquitard that separates the Fox Canyon and the underlying Grimes Canyon Aquifers is composed of silt and clay, and attains a maximum thickness of about 40 feet in the Oxnard Basin.

The Grimes Canyon Aquifer is composed of fine to coarse-grained materials, with a maximum thickness of more than 1,500 feet and corresponds in area to the Fox Canyon Aquifer (Kennedy/Jenks, 1994).

The City has wells that take water from both the Upper Aquifer System and the Lower Aquifer System, as further described in Section 3.2.4.

The groundwater levels in the Oxnard Plain Basin aquifers change considerably from year to year depending on Santa Clara River recharge and total pumping quantities.

3.2.2 Fox Canyon Groundwater Management Agency

The FCGMA was created at the direction of the State Water Resources Control Board to address ongoing overdraft and seawater intrusion into the Oxnard Plain Pressure Basin. The purpose of the FCGMA is to manage the region's groundwater supply by protecting the quantity and quality of local groundwater resources and by balancing the supply and demand for groundwater resources.

The FCGMA was formed in 1982 by Act 2750 passed by the California Legislature. The Agency monitors and controls pumping within the FCGMA boundaries. Preceding this Act was State Assembly Bill No. 2995 (AB 2995) passed by the California Legislature in September 1982. Specifically, the legislation allows the agency to perform the following functions:

“Planning, managing, controlling, preserving and regulating the extraction and use of groundwater within the agency (§§ 402, 403). May collect data and carry out investigations (§ 501). May recommend and encourage wastewater reclamation and reuse projects that contribute to good groundwater management (§ 503). May control extractions from the Oxnard and Mugu aquifers with the goal of balancing supply and demand within the basin by year 2010 (§ 601); develop groundwater management plan for the Grimes Hueneme and Fox Canyon basins and may limit future extractions, considering the effects of seawater intrusion and other factors (§§ 313, 602). If the board determines that groundwater management activities are

necessary to protect an aquifer, it may require conservation practices, control groundwater extractions and extraction facilities, pursue legal actions to prevent unreasonable use and unreasonable methods of use that adversely affect the groundwater supply, impose spacing limitations on new extractions, establish operating procedures for extraction facilities including rotation pumping requirements (§ 701). May require registration of extraction facilities and installation of water flow measuring devices (§§ 801, 804). May require reports of annual extractions (§ 810).”

Importantly, the FCGMA may establish uniform groundwater extraction charges (§§ 1001, 1003). This is a mechanism intended by the FCGMA to limit the amount of groundwater pumping to amounts that meet basin objectives. This authority was granted by Senate Bill 747 (SB 747), approved in June 1991, which amended and added to AB 2995, to allow extraction allocations for each water well.

The FCGMA has jurisdiction over groundwater pumping for all of the land which overlies the Fox Canyon Aquifer. This encompasses approximately 185 square miles and includes the Oxnard Forebay and the Oxnard Plain Pressure Basins underlying most of the City of Oxnard. While the basins of the FCGMA are not adjudicated basins, the basins are fully managed by FCGMA.

3.2.2.1 FCGMA Programs

In 1985, a plan for management of the LAS and UAS within the FCGMA boundaries was adopted. Major elements of the UAS Plan include the following:

1. Ventura County Ordinance No. 3739, which prohibits the construction, repair or modification of UAS wells in areas where increased extractions would increase the overdraft and the rate of seawater intrusion in the Oxnard Plain.
2. Completion of the Seawater Intrusion Abatement Project through improvement of the Vern Freeman Diversion Dam Project and operating the project under criteria developed to ensure proper water allocation.
3. Annual monitoring to determine the effectiveness of the Vern Freeman Project.

An update to the FCGMA Groundwater Management Plan (GWMP) was prepared in May 2007. The 2007 Update discusses and reviews a number of aspects of groundwater management.

Major elements of the 2007 Update include:

- Background information on the groundwater basins;
- History of groundwater extractions within the FCGMA;
- Water quality issues, both generally and basin-by-basin;
- Basin Management Objectives (BMOs) to indicate the health of the basins and the efficacy of current and future management strategies;
- The yield of the groundwater basins;
- Current management strategies and their effectiveness;

- Management strategies under development and their potential effectiveness;
- Potential future management strategies and their potential effectiveness; and
- Recommended actions to be taken by the FCGMA.

According to the 2007 Update: "Current groundwater conditions meet the BMO criteria in some, but not all of the basins. They fail to meet the BMOs in the Lower Aquifer and some portions of the Upper Aquifer in the Oxnard Plain and Santa Rosa basins."

3.2.2.2 FCGMA Ordinances

The most significant ordinance of the FCGMA is Ordinance No. 5, adopted in August 1990; its current terms and conditions are contained in Ordinance 8, as amended. This ordinance requires reductions in groundwater extractions with the objective of reducing extractions to a "safe yield" by the year 2010.

Ordinance No. 5 was periodically updated over the years. Ordinance 8, as amended, provides for baseline allocations, historical allocations and a schedule of historical pumping allocation reductions. The baseline pumping allocations of one acre-foot per acre are credited to the pumper for lands not irrigated during 1985-89 base period. Historical extractions were established during the 5-year period from 1985 to 1989. A series of 5 percent reductions to baseline pumping allocations were implemented over the period 1990 to 2010. Ordinance No. 7, adopted in June 1991, which later was amended into Ordinance No. 5.1 and now is contained in Ordinance 8, as amended, was established to prevent the waste of water by agricultural users. An agricultural water well operator is required to be 80 percent efficient when considering ETo and crop factors when an operator lacks enough historical allocation for the current crop being grown to avoid penalties.

Ordinance No. 8 was adopted in 2002 and is a conglomeration of all prior ordinances into an Ordinance Code. Ordinance No. 8.6 (December 7, 2012), also known as the "Ordinance Code", is the most recent revision to Ordinance No. 8. It is attached in Appendix E. The main purpose of combining the ordinances together was to reduce confusion, eliminate redundant text, and to shorten the laws into a more manageable format.

Unused groundwater allocation (or conservation credits) can currently be accumulated and used in future years without monetary penalty. Groundwater pumpers, including the City, can also accrue groundwater storage credits by recharging the aquifers with foreign water. These groundwater storage credits can also be used in the future, with FCGMA advance approval, without incurring the FCGMA penalty. In addition, adjustments and transfers of groundwater extraction allocations are allowed under Ordinance 8, as amended.

When irrigated agricultural land changes to Municipal and Industrial (M&I) use, the groundwater extraction allocation is transferred to the M&I water supply provider. The amount of allocation available for transfer from agricultural land is based on the water produced during the 1985-1989 base period. Up to two (2) AFY can be transferred to the M&I provider for each acre of land irrigated for agricultural uses during the base period. Any remaining amount of the historic extraction allocation is eliminated. The FCGMA also allows the assignment of an extraction allocation from one M&I operator to another.

Extractions beyond the current pumping allocation (with reductions) are subject to a penalty fee, which is based on the cost to import water and other alternative sources of supply. If pumpers utilize less than their pumping allocation, conservation credits are accrued. Similarly, if “foreign water” is recharged into the aquifer, storage credits are accrued with prior FCGMA approval. Credits can be utilized at a later date or, can be transferred to other parties with the approval of the FCGMA Executive Officer. Under Ordinance 8, as amended, credits earned as a result of agricultural use cannot be transferred to an M&I Provider, Operator, or User unless specifically approved by the FCGMA Board.

3.2.2.3 City Access to Groundwater Under FCGMA Regulations

The City of Oxnard has two existing allocation pools: one (a suballocation) held in trust through UWCD and one for the City’s own wells. Each of these allocations is discussed in Sections 3.2.3 and 3.2.4, respectively. The City will also receive additional transferred groundwater allocations as allowed by Ordinance 8, as amended when agricultural land within the City’s planning area is converted to municipal and industrial uses (consistent with the City’s General Plan) and extraction allocations associated with existing groundwater wells are transferred to the City.

The FCGMA also allows pumpers to carryover unused allocation from year-to-year; that is, if a pumper utilizes less than its pumping allocation, it accrues conservation credits. Similarly, if “foreign water” (including recycled water) is used in-lieu of groundwater pumping and/or recharged into the local aquifers, additional credits (either conservation or storage credits) may be accrued.

The City has undertaken both types of programs in the past, with FCGMA approval. The City has managed its total FCGMA allocation to establish and maintain approximately 30,000 AF in FCGMA groundwater credits. The City will use its groundwater credits conjunctively with its imported supplies and groundwater allocation. During periods when imported supplies are restricted or when other operational considerations warrant it, the City relies more heavily on local groundwater, using a portion of its accumulated credits. During other periods, the City will reduce its groundwater use below its historical allocation to build back up its credits.

3.2.2.4 FCGMA Groundwater Management Plan

The FCGMA establishes its management policies based on its comprehensive assessment of current and anticipated future groundwater conditions, given its assessment of changes in groundwater use, planned local and regional water supply projects, and other relevant conditions. The most recent assessment is documented in the FCGMA “Groundwater Management Plan,” adopted in May 2007.

The main management strategies in the Groundwater Management Plan include reducing local groundwater pumping in areas that are difficult to recharge and prone to localized over-pumping. Alternatively, surface water, foreign water (including recycled water), or groundwater from easily recharged areas will be delivered to the stressed areas. In turn, the conservation credits developed from the reduced pumping in the stressed areas are transferred for use in and around the Oxnard Forebay Basin. Both the City’s GREAT Program (see Section 3.6.1) and the M&I Supplemental Water Program (see Section 3.2.3) are consistent with this strategy.

The following impacts to the City's water supplies from the FCGMA Groundwater Management Plan are as follows:

- The City will maintain its groundwater allocation and credits through both the UWCD O-H Pipeline and City groundwater wells (see Sections 3.2.3 and 3.2.4).
- The City will accumulate groundwater pumping credits when the full UWCD or City wells allocation is not used in any given year.
- The City will maintain its additional groundwater from the M&I Supplemental Water Supply Program, subject to temporary reductions associated with significantly depressed groundwater levels in the Oxnard Forebay.

The implementation of the City's GREAT Program is a key element of the FCGMA's groundwater management program.

3.2.3 United Water Conservation District Groundwater

UWCD currently provides a portion of the City's groundwater supply. This arrangement has been in place since 1954, and was formalized in the 1996 Water Supply Agreement for Delivery of Water through the Oxnard-Hueneme Pipeline (included in Appendix F). UWCD holds a pumping sub-allocation for all users of the O-H Pipeline, which includes the City, PHWA, and a number of small mutual water companies. The water supply contract defines each contractor's delivery and capacity rights in UWCD's facilities. Along with the FCGMA suballocation listed in Table 3.2 below, the City's peak capacity right is 26.75 cubic feet per second (cfs) and PHWA holds a peak capacity right of 22.25 cfs.

UWCD diverts Santa Clara River water at the Vern Freeman Diversion Dam southeast of Saticoy and delivers a portion of the water to the Saticoy and El Rio Spreading Grounds and to agricultural users on the Oxnard Plain. Water percolated in these spreading basins recharges the Forebay Basin and the Oxnard Plain Basin. Eleven wells are then used to extract the water and deliver it to the O-H users. Of the eleven wells, three extract water from the LAS, and the remaining eight extract water from the UAS. The El Rio wellfield has sufficient active pumping capacity to supply the peak O-H pipeline capacity of 53.0 cfs. Water extracted by these wells is delivered to the El Rio Pumping Station, disinfected, and pumped through the O-H Pipeline to each of the O-H customers. UWCD built the O-H system in 1954 to move municipal groundwater extraction away from coastal areas subject to seawater intrusion. The O-H System consists of 12 miles of transmission pipeline.

Table 3-2 shows the sub-allocation amounts for the City of Oxnard and PHWA.

**TABLE 3-2
UWCD SUB-ALLOCATIONS (AFY)**

Year	City of Oxnard	Port Hueneme Water Agency
2005	7,709.5	3,698.66
2010 and beyond	6,802.5	3,467.50

UWCD also maintains FCGMA groundwater credit subaccounts for each of its contractors, including the City. As of December 31, 2010 the City had a balance of 10,863 AF of credit available through the UWCD sub-allocation. In addition to the City's sub-allocation held by UWCD described above, in 2006 the City entered into an agreement (Appendix G) with UWCD to gain access to additional groundwater through participation in the M&I Supplemental Water Program. The M&I Supplemental Water Program allows CMWD to transfer groundwater pumping credits to UWCD for the benefit of its O-H system users, including the City. CMWD generates the credits transferred to UWCD through its Conejo Creek program, which it implemented in partnership with Camrosa Water District and Pleasant Valley County Water District.

From 2010 through 2015, the City expects to have an additional 3,000 AFY available through its participation in the M&I Supplemental Water Program. Beginning in the year 2016, the City projects a reduction in the available amount of M&I Supplemental Water Program water to 1,000 AFY.

The City's purchased volume of water from UWCD since 2005 is shown in Table 3-3.

**TABLE 3-3
CITY WATER PURCHASES FROM UWCD (AF)**

Year	Amount Purchased	Amount Purchased – Ocean View System^(a)	Total
2006	4,001	983	4,984
2007	10,347	1,040 ^(b)	11,387
2008	9,863	1,737	11,600
2009	11,648	1,387	13,035
2010	9,717	1,135	10,852

Notes:

(a) In addition to the prior column.

(b) Water use in May, June, July and August 2007 estimated by United Water Conservation District while meter underwent replacement.

UWCD and the O-H users amended the Water Supply Agreement in 2002. The primary change affecting the City was the combining of the City's and the former OVMWD's peak capacity in the O-H Pipeline. This was done to recognize that the City's rights under the agreement entitle it to the combined allocation and peak capacity previously listed separately for the City and the former OVMWD. In 2007, the OVMWD dissolved, with the City having responsibility to provide water service to the former OVMWD customers.

3.2.4 City Groundwater

As indicated in Section 3.2.1, local groundwater is generally extracted from the aquifers of the Oxnard Plain Groundwater Basin. The Oxnard Plain Groundwater Basin is generally made up of the Upper Aquifer System and the Lower Aquifer System.

The City's baseline groundwater pumping allocation is 936 AFY and the historical groundwater pumping allocation is approximately 8,146 AFY after 2010 when the FCGMA 25 percent reduction was fully realized. These figures do not take into account allocations for properties with private wells that develop and convert to City water. Generally, the transferred allocations are either one or two AFY per acre, depending on the circumstances. Baseline allocations are

not reduced by percentage cutbacks; however, historical allocations are. The two AF per acre transferred from agriculture to urban is effectively 1.5 AF per acre.

In addition to the City's baseline groundwater pumping allocation and any future allocation that results as private wells are converted to City water described above, in 2009 the City participated in the Ferro Pit Program (Appendix H), in which the City helped UWCD purchase an additional recharge basin, known as the Ferro Pit, in exchange for a one-time transfer of 11,000 AF of Good Deed Credit Trust groundwater credits. The Ferro Pit Program provides an additional 1,000 AF of credits each year from 2012 through 2019.

Through the 2002 Three Party Agreement Water Supply Agreement, between the City, CMWD and PHWA, the City also obtains an annual transfer of 700 AF of FCGMA credits from PHWA. These credits result from reduction in pumping of PHWA member agency wells as a result of the operation of PHWA's BWRDF.

The FCGMA programs, as highlighted in the 2007 GWMP, are designed to bring the basins to safe yield.

The FCGMA's Ordinance No. 8.1 limits the amount of groundwater the City can extract with its wells and the amount of groundwater being pumped and provided by UWCD. These limitations increase the City's reliance on imported water supplies and put a greater importance in developing new, local sources of supply, such as recycled water.

The City currently has six active wells located at the Water Campus and four additional wells located at Blending Station No. 3, as shown in Table 3-4.

**TABLE 3-4
GROUNDWATER WELL LOCATIONS, STATUS AND CAPACITY**

Well Location	Status	Aquifer	Well Capacity (gpm)
Blending Station No. 1			
Well No. 20	Active	Oxnard/Upper	2,900
Well No. 22	Active	Oxnard/Upper	3,000
Well No. 23	Active	Oxnard/Upper	2,800
Well No. 32 ^(a)	Active	Oxnard/Upper	2,000
Well No. 33 ^(a)	Active	Oxnard/Upper	3,000
Well No. 34 ^(a)	Active	Oxnard/Upper	2,500
Blending Station No. 3			
Well No. 28	Active	Hueneme/Lower	2,000
Well No. 29	Active	Hueneme/Lower	3,000
Well No. 30	Active	Mugu/Upper	2,000
Well No. 31	Active	Oxnard/Upper	2,000
Total			25,200^(b)

Notes:

(a) Well Nos. 32, 33, and 34 feed the City's desalter.

(b) Total well capacity does not equal the City's total production capacity. While the City currently has a total of 25,200 gpm of well capacity, it does not have enough pipeline capacity to operate all of its wells at one time.

The pumped groundwater is mixed (blended) with imported water or desalted water at the Blending Stations. Groundwater pumping capacity is a function of aquifer condition as well as

the condition of the well, pumping equipment, and groundwater levels. The City's groundwater production and (for comparison) production from other sources for the period from 2006 to 2010, are summarized in Table 3-5.

**TABLE 3-5
CITY WATER PRODUCTION (AF)**

Year	Total City Well Production	Brine Loss	UWCD	CMWD	Portion, CMWD – P&G	Portion CMWD – PHWA	Total
2006	14,056	(0)	4,001	5,904	1,996	2,063	28,020
2007	440	(0)	16,660	7,608	1,621	2,223	28,552
2008	4,245	(0)	9,863	10,800	1,575	1,198	27,681
2009	7,478	(1,398) ^(a)	13,036	6,799	1,513	1,278	28,706
2010	7,442	(1,254) ^(b)	10,852	8,225	1,544	841	27,650

Notes:

- (a) Total City well production was 7,478 AF; however, 1,398 AF had to be discharged as brine as a result of the desalting process.
- (b) Total City well production was 7,442 AF; however, 1,254 AF had to be discharged as brine as a result of the desalting process.

3.3 Recycled Water

One key component of the GREAT Program is the development of the Advanced Water Purification Facility (AWPF) and the Recycled Water System. The first phase of the AWPF is under construction with an expected completion date of December 2012. Likewise, the Recycled Water Backbone System (RWBS) is currently under construction and is expected to be complete by December 2012. The first phase of the recycled water program is expected to deliver approximately 1,500 AFY of recycled water to municipal and industrial customers by 2013.

Future expansions of the AWPF and the Recycled Water System will be developed when funding becomes available. These programs are further described in Chapter 4 of this UWMP.

3.4 Transfers, Exchanges, and Groundwater Banking Programs

Currently, the City has interconnections with other water purveyors. Specifically the City has one interconnection with PHWA, one interconnection with the City of Port Hueneme, two interconnections with the Channel Islands Beach Community Services District, and two interconnections with Naval Base Ventura County. The City completed design for an interconnection with the City of Ventura; however this interconnection has not been constructed. That interconnection would, if constructed, convey only emergency sources of supply. CMWD water cannot be exported to Ventura's service area, as Ventura is not a member agency of CMWD or MWDSC.

The City does not currently anticipate other transfer or exchange opportunities.

3.5 Total Anticipated Water Supply

The total anticipated water supplies available to the City of Oxnard are shown in Table 3-6.

**TABLE 3-6
ANTICIPATED WATER SUPPLIES (AF)**

Water Supply Sources	2015	2020	2025	2030	2035
<i>Existing Supplies:</i>					
Imported Water - Calleguas Municipal Water District	17,379	17,379	17,379	17,379	17,379
Groundwater - United Water Conservation District ^(a)	9,800	7,800	7,800	7,800	7,800
Groundwater - City-produced ^(b)	10,782	9,782	9,782	9,782	9,082
Brine Loss ^(c)	(1,490)	(1,641)	(1,700)	(1,755)	(1,810)
Subtotal Existing Supplies	36,471	33,320	33,261	33,206	32,451
<i>Planned Supplies</i>					
Future City Groundwater ^(d)	527	1,789	2,269	2,269	2,269
Future City Groundwater ^(e)	5,200	11,400	8,500	8,500	8,500
Recycled Water ^(f)	1,800	2,600	5,500	5,500	5,500
Subtotal Planned Supplies	7,527	15,789	16,269	16,269	16,269
Total Estimated Supplies	43,998	49,109	49,530	49,475	48,720

Notes:

- (a) City's sub-allocation held by UWCD plus the additional allocation resulting from the M&I Supplemental Water Program.
- (b) City's historical and baseline allocation (9,082 AF) plus additional credits resulting from the City's participation in the Ferro Pit Program and credits transferred to the City from PHWA as a result of the Three Party Agreement. The City also has FCGMA credits available as a supply source if needed.
- (c) Brine loss is assumed to be 20% of permeate production from desalting operations. Assumes that the City will continue its 2010 blend ratio of groundwater, desalted groundwater, and imported water to maintain product water quality between 600 to 700 TDS.
- (d) Future City groundwater allocations transferred to the City as agricultural lands are developed.
- (e) Future City groundwater allocations made available to the City as agricultural users abandon or reduce the use of their wells in exchange for recycled water and/or as a result of groundwater recharge (Table 2-15).
- (f) GREAT Program recycled water sold to City water customers for municipal and industrial uses, including landscape.

3.6 Planned Water Supply Projects and Programs

The City plans to have available imported surface water from CMWD at up to the Tier 1 allocation of 17,379.4 AFY through its planning horizon; however, the City does not intend to increase its reliance on imported water. Similarly, the City expects that the Three Party Water Supply Agreement with PHWA will remain in place, through which PHWA has available (reserved) a portion of the CMWD allocation as discussed above. The City will have available the right to acquire additional water from CMWD at the Tier 2 rate; however, this water is more expensive than the City's other options. In any given year, the City may elect to take less than its full Tier 1 entitlement based on the City's operational needs and its intent to optimize the use of its available supplies.

With respect to groundwater from UWCD, the City's sub-allocation was 6,725.50 AFY in 2010 and is expected to remain at that value. In addition, the City anticipates 3,000 AFY of allocation from its participation in the M&I Supplemental program through the year 2015, reducing to 1,000 AFY of additional allocation in years 2016 through 2035.

Finally, with respect to groundwater from its existing and future wells, the City has a total allocation of 9,082 AFY. This allocation will, however, be increased by the transfer of allocation from properties currently on private wells which develop and connect to the City system (Chapter 6). Additionally, the City anticipates 1,000 AFY of additional allocation through its participation in the Ferro Pit program from 2012 through 2019 and an annual transfer of 700 AF of FCGMA groundwater credits from PHWA through 2034, as stipulated in the Three Party Water Supply Agreement.

3.6.1 GREAT Program

The City's Groundwater Recovery Enhancement and Treatment Program is a key element of the FCGMA's groundwater management program. Ultimately, the GREAT Program may provide substantial additional recycled water supplies within the region. As discussed in the 2002 GREAT Program Advanced Planning Study, the components of the GREAT Program are:

- A. Recycled Water for M&I Use. The Oxnard Wastewater Treatment Plant (OWWTP) currently produces secondary treated effluent and discharges to the ocean via an outfall. This effluent, if treated to tertiary standards to meet the State's requirements for recycled water, can be used to replace a portion of the City's municipal and industrial demands. The City has constructed a delivery system and is working with its existing customers to retrofit their sites for recycled water use. The goal is to deliver approximately 1,500 AFY of recycled water concurrent with the operational date for the initial phase of the GREAT Program, estimated by early 2013. A key project is the AWPf located near the OWWTP, which will provide the recycled water its final treatment. The initial phase of the AWPf is expected to produce up to 6.25 million gallons per day (MGD), or 7,000 AFY, of recycled water. Recycled water produced which is not delivered to customers is expected to be used for groundwater injection at location(s) within the City.
- B. Groundwater Injection. Irrigation demands vary throughout the year with substantially lower demand during the winter months. Therefore, in addition to agricultural and M&I demand for recycled water, this water will be injected as a groundwater replenishment project or, in the future, may be injected on the south Oxnard Plain to serve as a seawater barrier project. This injected water would then allow Oxnard to pump an equal amount at a later date as the City accrues storage credits from groundwater injection, which can be redeemed at City wells.
- C. Recycled Water Delivered to Agricultural Users in Exchange for Groundwater Credits. The municipal and industrial customers identified for the recycled water as described above initially account for approximately 1,500 AFY. When recycled water is delivered to agricultural users or to the seawater barrier, the volume of recycled water use will substantially increase. Tertiary-treated wastewater meeting State Title 22 requirements is not suitable for some agricultural use because of the total dissolved solids (TDS), chloride, and boron levels. The AWPf will provide additional treatment beyond that required for tertiary-treated wastewater to a portion of the flow from the OWWTP, lowering concentrations of TDS, chloride and boron and making it suitable for the irrigation of sensitive crops, including strawberries and raspberries.

In exchange for the delivery of recycled water, agricultural customers would transfer their groundwater pumping allocation to the City of Oxnard on a one-for-one basis. This will increase the City's ability to pump additional groundwater.

- D. Groundwater Desalination Facility. The additional groundwater that would be made available to the City from groundwater credits transferred from agricultural users and pumped by City wells from the poor quality Oxnard Aquifer would require additional treatment prior to delivery to the City's distribution system. The GREAT Desalter constructed in 2007/2008 does not increase the total water supply. It does, however, allow full utilization of the City's groundwater resources.
- E. Concentrate Collection System. The AWPf and the GREAT Desalter produce a high TDS by-product concentrate as a result of the treatment process. Discharging this concentrate to the sewer system could eventually cause treatment problems at the OWWTP. Therefore, the GREAT Program proposes a concentrate collection system separate from the sanitary sewer system. The collection system could also potentially serve other industrial customers whose wastewater product is suitable for disposal without further treatment and meets the requirements of the OWWTP's National Pollution Discharge Elimination System (NPDES) permit.
- F. Concentrate Disposal/Wetlands Development and Enhancement. Two concentrate disposal points were identified in the GREAT Program report – the existing ocean outfall from the OWWTP and wetlands in the Ormond Beach area that have been identified for potential restoration and enhancement. A third option is disposal via the CMWD Salinity Management Pipeline and ocean outfall.
- G. Overall Yield of the GREAT Program. The GREAT Program is projected to produce 6.25 MGD (7,000 AFY) of recycled water in the initial phase and up to approximately 25 MGD (28,000 AFY) ultimately, with full build-out of the City General Plan areas.

Since the 2005 UWMP, the following activities have occurred:

- A. Construction of the GREAT Desalter. The GREAT Desalter was constructed in 2007/2008 and began operation in 2009. The GREAT Desalter includes low pressure reverse osmosis units with 7.5 MGD capacity. A 0.6-million gallon permeate storage tank was also constructed to support the GREAT Desalter operation. Three newer wells (Well Nos. 32, 33, and 34) currently pump water from the poor quality Oxnard Aquifer and feed the Desalter.
- B. Construction of the Advanced Water Purification Facility. Construction of the AWPf began in 2010 and is expected to be completed in 2012. The AWPf receives secondary treated effluent from the OWWTP and treats it with microfiltration, reverse osmosis, and ultraviolet disinfection. The initial capacity of the AWPf is 6.25 MGD of recycled water.
- C. Construction of the Recycled Water Backbone System. The Recycled Water Backbone System is also currently under construction and is expected to be complete at the same time as the AWPf. The RWBS will initially serve recycled water from the AWPf to municipal and industrial customers within the City's service area.

3.7 Desalinated Water

The California UWMP Act requires a discussion of potential opportunities for use of desalinated water (Water Code Section 10631[i]). The City currently operates the GREAT Desalter, which utilizes reverse osmosis to treat brackish groundwater. The product water is blended with

untreated groundwater to balance water quality and cost and the concentrate is discharged to the sewer system. The GREAT Desalter has a production capacity of 7.5 MGD and is expandable to 15.0 MGD. The City may expand the GREAT Desalter in the future, or construct a similar desalter facility at Blending Station No. 3 if it becomes cost-effective to do so.

The City does not have any plans to implement a seawater desalination program. However, the City could provide financial assistance to MWDSC, other SWP contractors, or their member agencies in the construction of their seawater desalination facilities in exchange for SWP supplies.

The City has been following existing and proposed seawater desalination projects along California's coast. Table 3-7 provides a summary of the status of several of California's municipal/domestic seawater desalination facilities.

As shown Table 3-7, most of the existing and proposed seawater desalination facilities are or would be operated by agencies that are not SWP contractors. However, in these cases as described above, an exchange for imported water deliveries would most likely involve a third party (MWDSC or another SWP contractor), CMWD and the City.

**TABLE 3-7
EXISTING AND PROPOSED SEAWATER DESALINATION
FACILITIES ALONG THE SOUTHERN CALIFORNIA COAST**

Project	Member Agency Service Area	AFY	Status
Long Beach Seawater Desalination Project	Long Beach Water Department	10,000	Pilot study
South Orange Coastal Ocean Desalination Project	Municipal Water District of Orange County	16,000 - 28,000	Pilot study
Carlsbad Seawater Desalination Project	San Diego County Water Authority	56,000	Permitting
West Basin Seawater Desalination Project	West Basin Municipal Water District	20,000	Pilot study
Huntington Beach Seawater Desalination Project	Municipal Water District of Orange County	56,000	Permitting
Camp Pendleton Seawater Desalination Project	San Diego County Water Authority	56,000 to 168,000	Planning
Rosarito Beach Seawater Desalination Feasibility Study	San Diego County Water Authority	28,000 to 56,000	Feasibility study
Total AFY		102,000 - 280,000	

Source: MWDSC 2010 Regional UWMP.

Chapter 4: Recycled Water

This chapter of the Plan describes the existing and future recycled water opportunities available within the City of Oxnard service area. The description includes estimates of potential supply and demand for 2010 to 2035 in five-year increments, as well as the City's proposed incentives and optimization plan.

4.1 Recycled Water Master Plan

The City completed the *Recycled Water Master Plan (RWMP) – Phase 1* in January 2009. The RWMP Phase 1 identified approximately 2,700 AFY of demand from golf courses, parks, schools and industrial customers. The Recycled Water Retrofit Program, under the City's GREAT Program, identified additional customer demand. As of the 2011 customer list, 23 projects are complete or under construction, 23 projects are being designed and 25 additional customer projects are planned for the future.

The City is currently constructing the RWBS to serve Phase 1 municipal and industrial customers within the City. Future expansions of the RWBS will serve additional industrial and irrigation customers and aquifer storage and recovery (ASR) wells within the City. Furthermore, expansions serving agricultural customers and potential seawater intrusion barrier wells are also likely.

The initial potential customers include the Riverpark Development, the River Ridge Golf Club, City parks, schools, and several commercial/industrial customers. These customers represent approximately 1,500 AFY of recycled water demand. The first deliveries of recycled water are expected by 2013.

4.2 Potential Sources of Recycled Wastewater

4.2.1 Existing Facilities

The source of water for the recycled water system is the OWWTP. The OWWTP is a secondary treatment plant located at 6001 S. Perkins Road in the City of Oxnard. All the treated effluent is currently discharged to the Pacific Ocean. The OWWTP has an average dry weather flow (ADWF) design capacity of 31.7 MGD (35,500 AFY) with provision for an ultimate ADWF design capacity of 39.7 MGD (44,500 AFY). Current flow to the OWWTP is 23 MGD (25,800 AFY); the City anticipates there will be sufficient wastewater to support the recycled water program planned for the 2035 condition, which is 14,000 AFY.

4.2.2 Planned Improvements and Expansions

There are no plans to expand the capacity of the OWWTP at this time. The Recycled Water Program will be expanded as the City's Capital Improvement Program funds allow. There are no immediate plans to expand beyond the Phase 1 recycled water facilities; however, the City is involved in ongoing discussion regarding Phase 2 recycled water expansions, including industrial and agricultural uses, along with injection. Capital projects needed to support these expansions would include storage, pipeline extensions and treatment capacity expansions at the AWPf.

4.3 Recycled Water Demand

In this section, current recycled water use is discussed, and potential recycled water users within the City's service area are identified as determined from the customer list created as part of the City's Recycled Water Retrofit Program.

4.3.1 Current Use

There are currently no recycled water customers served by the City of Oxnard. Table 4-1 shows actual and projected use of recycled water within the City's service area, and to agricultural users outside the City's service area.

**TABLE 4-1
ACTUAL AND PROJECTED RECYCLED WATER USE (AF)**

Type of Use	Actual 2010 Use	2015	2020 ^(a)	2025	2030	2035
Agriculture/Groundwater Injection ^(b)	0	5,000	11,400	8,500	8,500	8,500
Landscape ^(c)	0	1,200	1,500	3,000	3,000	3,000
Industrial	0	600	1,100	2,500	2,500	2,500
Total	0	7,000	14,000	14,000	14,000	14,000

Notes:

- (a) Phase 2 of the GREAT Program is projected to come online in 2020, providing an additional 7,000 AF of recycled water a year.
- (b) To minimize pumping impacts in overdrafted areas, recycled water not sold to municipal and industrial customers to offset potable water uses will either be sold to agricultural users in exchange for groundwater pumping allocation or injected into the ground.
- (c) Landscape usage includes the River Ridge Golf Club's Vineyard and Victoria Lakes golf courses, in addition to other landscape uses such as City parks or schools.

4.3.2 Potential Users

Potential recycled water users were identified in the RWMP Phase 1 and the Draft RWMP Phase 2 and include the River Ridge Golf Course, the Riverpark development (schools and parks), and other landscape irrigation customers. Two significant industrial users are P&G and International Paper.

4.3.3 Potential Recycled Water Demand

In the near term, landscape, large industrial users, and the municipal golf course are the primary potential recycled water customers within the City's service area. Outside the City's service area, a significant potential exists to serve agricultural users throughout the western Ventura County region with recycled water. The GREAT Program Advanced Planning Study identified almost 40,000 AFY of potential agricultural demand (in average years) in the Oxnard Plain, particularly in the area of the Plain negatively affected by seawater intrusion and overpumping. In the 5 to 10 year horizon, the GREAT Program generated recycled water may also be used for groundwater recharge. In addition, future uses of GREAT Program recycled water may also be used as barriers to seawater intrusion.

All of the above uses are identified within the FCGMA 2007 Groundwater Management Plan as key strategies to alleviate overpumping within the Oxnard Plain and Pleasant Valley areas of western Ventura County. (See 2007 Groundwater Management Plan, § 9.1.)

Use of high quality recycled water within the region will have a direct benefit of introducing a new, additional water supply source to the region. The high quality water (low salt content) also has the supplemental benefit of reducing the salt content of water used within the region. To the extent this high quality water is used within the City to offset current potable demand, it will also have the direct benefit of offsetting or reducing use of local groundwater and imported water. Direct agricultural use of recycled water will provide tandem benefits of reducing reliance on local groundwater and reducing salt loading in comparison to the lower quality groundwater and surface water currently used for applied irrigation. FCGMA policies will allow the City to obtain the right to pump groundwater in an amount equivalent to the recycled water used within the region.

4.3.4 Recycled Water Comparison

The City's 2005 UWMP projected a total recycled water demand of 4,800 AFY by the year 2010. The City has not yet served recycled water to any customers, but is in the process of constructing the Recycled Water Backbone System to provide municipal and industrial customers with recycled water. Table 4-2 provides a comparison of the 2005 projected demand versus the actual 2010 demand.

**TABLE 4-2
RECYCLED WATER USES
2005 PROJECTION COMPARED WITH 2010 ACTUAL (AF)**

User Type	2005 Projection for 2010	2010 Actual Use
Agriculture	3,525	0
Landscape	1,275	0
Industrial	0	0
Total	4,800	0

4.4 Methods to Encourage Recycled Water Use

In order to promote recycled water use, the City adopted Recycled Water Ordinance No. 2728 in November 2006 mandating recycled use for certain applications. In 2009, the City Council established recycled water rates at 85 percent of the potable water rate. The City has also prepared Standard Drawings for Recycled Water to standardize facilities installed throughout the City, whether by City forces or private developers. The City is also funding site surveys of potential recycled water customers and preparing customized reports analyzing conversion feasibility.

The City may consider providing financial assistance to customers to cover a portion or all of the costs to convert their potable water system to receive recycled water.

4.5 Optimization Plan

Currently, the City has an active public outreach program to market and optimize recycled water within its service area. Another aspect of optimizing recycled water use is participation in funding opportunities. The City participates in MWDSC's Local Resources Program and federal and state funding programs for recycled water projects when available.

Chapter 5: Water Quality

The quality of any natural water is dynamic in nature. This is true for the imported water and the local groundwater of the Oxnard Forebay and Oxnard Plain Basins. During periods of intense rainfall or snowmelt, routes of surface water movement are changed; new constituents are mobilized and enter the water while other constituents are diluted or eliminated. The quality of water changes over the course of a year. These same basic principles apply to groundwater. Depending on water depth, groundwater will pass through different layers of rock and sediment and leach different materials from those strata. Water depth is a function of local rainfall and snowmelt. During periods of drought, the mineral content of groundwater increases. Water quality is not a static feature of water, and these dynamic variables must be recognized.

Water quality regulations also change. This is the result of the discovery of new contaminants, changing understanding of the health effects of previously known as well as new contaminants, development of new analytical technology, and the introduction of new treatment technology. All water purveyors are subject to drinking water standards set by the Federal Environmental Protection Agency (EPA) and the California DPH.

Oxnard water is a blend of imported water purchased from CMWD, local groundwater purchased from UWCD, and groundwater produced by the City's wells. The City operates ten groundwater wells that are tested and monitored on a consistent basis to ensure the water meets safe drinking water standards. The Water Resources Division also conducts routine source water assessments in order to detect potential contaminants in its groundwater before they become a problem. Potential sources of contaminants include: chemical and petroleum processing and storage facilities, historic gas stations, private septic systems, dry cleaners, metal plating, finishing and fabricating facilities, and agricultural drainage.

Oxnard is currently part of the Ventura Countywide Stormwater Quality Management Program, which was established under requirements of the Federal Clean Water Act. Under this Act, all point source discharges of pollutants, including those from municipal storm drain systems must be regulated by a NPDES permit. As part of the municipal storm water program, the Ventura Countywide Stormwater Quality Urban Impact Mitigation Plan (SQUIMP) is intended to address storm water pollution from new development and redevelopment primarily through implementation of Best Management Practices. In addition, in compliance with Federal Regulations and the NPDES permits for the OWWTP, the City has been implementing a Pretreatment Program. By regulating the discharge of toxic pollutant into the OWWTP, the Program reduces the likelihood of toxic contamination of the effluent and increases overall reliability in the treatment process.

The City of Oxnard is committed to providing its customers with high quality water that meets all federal and state primary drinking water standards. Some contaminants are naturally-occurring minerals and radioactive material. In some cases the presence of animals or human activity can contribute to the constituents in the source waters. The following sections address constituents reported in the 2010 Consumer Confidence Report (CCR), Public Health Goals Reports, and past UWMPs that may impact water quality. Fortunately, the City has multiple sources of water from varying locations with the ability to reduce or eliminate one source, at least for the short-term, while resolving a water quality issue with another source.

This section provides a general description of the water quality of both imported water and groundwater supplies. The exact ratio of the blend has varied. It is the City's intent that current and future blending of surface water and groundwater produce water that has a TDS level between 600 and 800 milligrams per liter (mg/L), which does not exceed the upper limit of the secondary drinking water standards (1,000 mg/L). Water from three sources is blended at the City's six blending stations and delivered to customers through the City's distribution system. Quality of the water delivered by the City from the different sources meets all requirements set by the state and federal government.

5.1 Imported Water

The State of California's Surface Water Treatment Rule requires that domestic water suppliers using surface water sources conduct a sanitary survey of their source watersheds every 5 years. CMWD conducted an initial survey of the Lake Bard watershed in 1994, and subsequent surveys in 1999, 2004 and 2009. A copy of the sanitary survey is available for review at the CMWD office in Thousand Oaks, California. The lake is well protected against potentially contaminating activities. Access to the entire watershed is restricted and CMWD staff monitors all activities in the watershed. Recreational use of the reservoir is not permitted. With continued implementation of watershed protection measures and compliance with all water treatment requirements, CMWD customers are assured of a high quality supply in the future.

5.1.1 Total Dissolved Solids

The water quality from CMWD has historically been the highest quality available to the City, particularly with respect to TDS. In fact, the City has blended CMWD water with its groundwater resources, which have higher TDS, to achieve a lower overall TDS. There is no reason to suspect that the water quality of the CMWD water would negatively impact the availability of this source of supply.

5.2 Groundwater

The City receives groundwater from UWCD and from City-owned groundwater wells. The following subsections describe water quality concerns from these two sources.

5.2.1 UWCD Groundwater

UWCD diverts water from the Santa Clara River into the El Rio Spreading Grounds. Groundwater from the aquifer beneath the Spreading Grounds is then pumped from several of UWCD's wells. The El Rio Pumping Station provides pressurized chloraminated groundwater directly through the O-H Pipeline along Rose Avenue to Oxnard's six blending stations. UWCD completed a comprehensive survey of the Santa Clara River watershed to identify and monitor potential sources of contamination in its drinking water in 2000. UWCD completed a sanitary survey update in 2010 (UWCD, January 2011). A copy of the Watershed Sanitary Survey is available for review at UWCD's office in Santa Paula, California and at http://www.unitedwater.org/images/stories/reports/Water-Quality/Sanitary_Survey_Update_2010_Final.pdf.

5.2.1.1 Nitrates

The O-H system occasionally experiences high nitrate levels, mainly due to the presence of surrounding agricultural lands and their use of fertilizer and domestic septic systems in the El Rio area. Nitrate levels are typically higher in the summer due to the lack of river water for

dilution. It is not uncommon for one or more well to exceed the maximum contaminant level (MCL) of 45 mg/L. All the UWCD wells feed into a common manifold and are blended to reduce nitrate levels.

During longer dry periods, nitrate levels may be such that blending does not reduce them below the MCL. In this case, the deep aquifer wells would be brought online to provide a source of low nitrate supply to deliver water with a nitrate level below the MCL. Additionally, the extension of the City's wastewater collection system to the El Rio area and abandonment of approximately 1,500 private septic systems, completed in April 2011, should help reduce nitrate levels in the future.

5.2.1.2 Methyl Tertiary Butyl Ether (MTBE)

In the past, the Ventura County Department of Environmental Health has detected MTBE from the Poole Oil site along Vineyard Avenue, approximately 1,300 feet from its Well No. 15, which supplies the O-H system. The site has been cleaned up and no MTBE has been detected for several years. Monitoring will continue for several more years to ensure the well is not impacted.

5.2.2 City Groundwater

The City of Oxnard currently operates groundwater wells No. 20, 22, and 23 at Blending Station No. 1 and wells 28, 29, 30 and 31 at Blending Station No. 3. The City recently constructed three new wells at Blending Station No. 1 (wells 32, 33, and 34) which were activated in late 2008 and have produced water since 2009. Local groundwater accounted for an average of approximately 12 percent of the City water supplies for the period 2007 through 2009. Some purveyors have concerns regarding future regulations for arsenic with respect to groundwater production. The City does not believe this will be problematic for its water system, as past arsenic results from City groundwater have been low and reverse osmosis is a treatment method for arsenic.

5.2.2.1 Nitrates

On average, all City source waters meet the state and federal drinking water MCL and Public Health Goal (PHG) of 45 mg/L. However, in 2008 the maximum level of nitrate in the City combined wells was 94 mg/L, which exceeds both the MCL and the PHG. On average, nitrate concentrations from 2007 through 2009 in the City of Oxnard groundwater did not exceed the PHG or MCL; however, as nitrate causes acute toxicity, a single detection may result in public health concerns. The most probable source of the nitrate detected in the City wells is runoff and leaching from fertilizer use, leaching from septic tanks and sewage, and/or erosion of natural deposits. Predominately, nitrates occur in the shallow aquifer wells due to agricultural practices and certain areas with septic tank systems. As a result of the County's and City's septic conversion programs, nearly 2,000 septic systems have been abandoned and customers are now served by conventional sewer systems. It is expected that nitrate contamination will be reduced significantly as a result.

Typically, nitrate levels are lowest in the winter and spring when recharge to the groundwater basin is occurring from Santa Clara River runoff. The City has the advantage that its water is delivered to customers after first being blended with higher quality water, which allows the City to mitigate high nitrate levels in a particular well. Water from City wells 32, 33, and 34 is treated by reverse osmosis, which removes the majority of nitrate from the water before blending. As

previously mentioned, UWCD also operates its system to mitigate high nitrate levels and can go to deep well pumping or a blend of deep and shallow water to stay below the MCL if high nitrates are detected.

5.2.2.2 Radionuclides

On average, the levels of gross alpha particles in the water from City wells are below the state and federal MCLs. However, gross alpha levels in the water from City wells do not meet the U.S. EPA MCLG of zero for radionuclides. Elevated levels have been detected in groundwater sources in 2008 and 2009. To mitigate radionuclides, the City of Oxnard utilizes groundwater from City-owned wells and UWCD wells and blends that water with surface water from CMWD. Additionally, the City uses reverse osmosis (RO) treatment for water from wells 32, 33, and 34. RO is the Best Management Practice (BMP) for radioactivity. Average concentrations of these radionuclides in City source waters do not exceed the current MCLs. The City of Oxnard continues to monitor for radiological compounds every four years as required for regulatory compliance, and provides these results to DPH.

5.3 Water Quality Impacts on Reliability

Three factors affecting the availability of groundwater are: (1) sufficient source capacity (wells and pumps), (2) sustainability of the groundwater resource to meet pumping demand on a renewable basis and (3) protection of groundwater sources (wells) from known contamination, or provisions for treatment in the event of contamination. The first two of those factors are addressed in Chapter 3.

Additional groundwater contamination sources are: spillage of agricultural chemicals, runoff from industrial areas, accidents involving tanker trucks and hazardous chemicals, sewage spills, petroleum spills, and the like. UWCD and the City would handle such instances on a case-by-case basis for their respective facilities. The City also routinely reviews information from regulatory agencies on hazardous materials use, storage and releases, in order to provide opportunity to intervene to protect groundwater quality.

Therefore, no anticipated change in reliability or supply due to water quality is anticipated based on the present data, as is shown in Table 5-1.

**TABLE 5-1
CURRENT AND PROJECTED WATER SUPPLY CHANGES DUE TO
WATER QUALITY IN PERCENTAGE CHANGE**

Water Source	2015	2020	2025	2030	2035
Imported Water	0%	0%	0%	0%	0%
Groundwater					
UWCD	0%	0%	0%	0%	0%
City Wells	0%	0%	0%	0%	0%

Overall, there are no currently known or anticipated water quality concerns that would cause the City to be unable to meet its future water demands.

Chapter 6: Reliability Planning

The Act requires urban water suppliers to assess water supply reliability that compares total projected water used with the expected water supply over the next twenty years in five-year increments. The Act also requires an assessment for a single dry year and multiple dry years. This chapter presents the reliability assessment for the City's service area.

It is the stated goal of the City of Oxnard to deliver a reliable and high quality water supply for its customers, even during dry periods. Based on conservative water supply and demand assumptions over the next 25 years, in combination with conservation of non-essential demand during certain dry years, the Plan successfully achieves this goal.

Chapters 2 and 3 discuss current and future water supplies and demands. Chapter 4 discusses recycled water. This section compares supplies and demands under several scenarios for the period 2010 to 2035, and then presents recommendations with respect to the future supplies for the City of Oxnard.

Since the analysis includes the demands from all anticipated development through 2035, the findings are applicable for not only the 2010 Urban Water Management Plan, but for Water Supply Assessments prepared in accordance with Senate Bills 221 and 610.

Table 6-1 shows the factors resulting in inconsistency of supply for the City's water supply sources.

**TABLE 6-1
FACTORS RESULTING IN INCONSISTENCY OF SUPPLY**

Water Supply Sources	Limitation Quantification	Legal	Environmental	Water Quality	Climatic
Imported Water		X	X		X
Groundwater from UWCD	X		X	X	X
Groundwater from City Wells	X			X	X
Recycled Water	X				

6.1 Reliability of Water Supplies

Given its multiple water supply sources, the City's overall water supply is deemed reliable through its 2035 planning horizon, during normal, single dry and multiple dry years. Because the City has access to both local and imported supplies, as well as recycled water, it can balance and optimize the use of these supplies during variable hydrologic conditions. In other words, the City can alter its water use between imported water purchases and local supplies (groundwater and recycled water) based on the wide variety of factors that may influence the City's operation decisions, while maintaining a reliable, safe, good quality water supply to its customers. The reliability of each of the City's sources is discussed in the following sections.

6.1.1 Reliability of Imported Water Supplies: MWDSC

Under current and normal circumstances, 100 percent of water that CMWD delivers is from MWDSC. MWDSC receives most of its water from the State Water Project and from the Colorado River. In addition, over the past few years MWDSC has added a number of programs involving the development of water supplies located within the southern California area. Both MWDSC and CMWD analyzed the reliability of their water supplies in their 2010 UWMPs.

MWDSC used the SWP as its reference point for its 2010 Regional UWMP (November 2010) reliability analysis since the SWP is MWDSC's largest and most variable supply. Future supply capacities were estimated using the Draft 2009 State Water Project Delivery Reliability Report. Within the SWP system the single driest year was 1977 and the three-year dry period was 1990-1992. For the average year analysis 83 years of historic hydrology (1922-2004) were used to estimate supply and demand. MWDSC then projected water demands based on its established reliability goal, which states that full service demands at the retail level would be satisfied under all the "foreseeable hydrologic conditions" through 2020. Full service demands are MWDSC's Tier I and Tier II demands, and "foreseeable hydrologic conditions" are defined as the range of historical hydrology spanning the years 1922 through 2004. The results of MWDSC's analysis show that the region can provide reliable water supplies under both the single driest year and the multiple dry year scenarios (Regional UWMP, November 2010).

A topic of growing concern for water planners and managers is climate change and the potential impacts it could have on California's future water supplies. Climate change models have predicted that potential effects from climatic changes will result in increased temperature, reduction in Sierra Nevada snowpack depth, early snow melt and a rise in sea level.

In June 2005, Governor Arnold Schwarzenegger issued Executive Order S-3-05, which requires biennial reports on climate change impacts in several areas, including water resources. The Climate Action Team (CAT) was formed in response to Executive Order S-3-05. To help unify analysis across topic areas, the CAT worked with scientists from the California Applications Program's California Climate Change Center to select a set of future climate projections to be used for analysis. In the assessment *"Using Future Climate Projections to Support Water Resources Decision Making in California,"* the CAT selected six different global climate change models to evaluate climate change impacts, assuming two different greenhouse gas emission levels (a high end and a low end), for a total of 12 scenarios. The results of the study indicate that climate change has already been observed, in that in the last 100 years air temperatures have risen about one degree Fahrenheit and there has been a documented greater variance in precipitation, with greater extremes in both heavy flooding and severe droughts.

In July 2006, DWR issued *"Progress on Incorporating Climate Change into Management of California's Water Resources,"* as required by Executive Order S-3-05. That report demonstrated how various analytical tools could be used to address issues related to climate change. The report presents analysis results showing potential impacts on SWP operations, including reservoir inflows, delivery reliability, and average annual carryover storage, as well as many other operational parameters. Some of the main impacts include changes to south-of-Delta SWP deliveries (from an increase of about one percent in a wetter climate change scenario to about a ten percent reduction for a drier scenario), increased winter runoff and lower SWP allocations in the three driest scenarios, lower carryover storage in drier scenarios and higher carryover storage in the wetter scenario.

In the 2009 update of the DWR *California Water Plan*, multiple scenarios of future climate conditions are evaluated. These changing hydrological conditions could affect future planning efforts, which are typically based on historic conditions. The *California Water Plan* identifies the following probable impacts due to changes in temperature and precipitation:

- Decrease in snowpack, which is a major part of annual water storage, due to increasing winter temperatures.
- More winter runoff and less spring/summer runoff due to warmer temperatures.
- Greater extremes in flooding and droughts.
- Greater water demand for irrigation and landscape water due to increased temperatures and their impacts on plant water needs.
- Increased sea level rise, further endangering the functions of the SWP, which can depend on movement of water through the low-lying channels of the Sacramento-San Joaquin Delta. Sea level rise could also require the SWP to release additional storage water to avoid sea water intrusion into the Delta.

In its *State Water Project Delivery Reliability Report (Reliability Report)* (2009), DWR included the potential effects of climate change in its analysis of SWP delivery reliability under future conditions. For that report, DWR used a single climate change scenario, selecting a scenario with median effects out of a number of climate change scenarios it analyzed in 2009.

Even without population changes, water demand could increase. Precipitation and temperature influence water demand for outdoor landscaping and irrigated agriculture. Outdoor water use is a large component of southern California water demands. Lower spring rainfall increases the need to apply irrigation water. Further, warmer temperatures increase evapotranspiration, which increases water demand.

These effects and their potential to impact the supplies available to southern California were evaluated indirectly in DWR's *Reliability Report*, which was used as the basis for MWDSC's reliability assessment.

6.1.2 Reliability of Imported Water Supplies: CMWD

To evaluate whether or not available supplies can sufficiently meet demands in single- and multiple-dry years in its 2010 UWMP (May 2011) CMWD subtracted expected local supplies from projected demand to determine its demand on MWDSC. CMWD then compared this demand to MWDSC's projected allocation for CMWD under single- and multiple-dry year conditions. The results of this analysis suggest that the estimated allocation of water from MWDSC during both single dry years and multiple dry years is sufficient to meet the CMWD's projected imported water demands from 2015 through 2035 (2010 UWMP, May 2011).

As discussed in CMWD's 2010 UWMP (May 2011), a concern is that CMWD receives water from MWDSC via one feeder pipeline. In the past, Calleguas only had Lake Bard with its 8,000 AF of storage (the portion acceptable for potable water delivery) as a back-up supply. However, with the full development of the Las Posas Project, CMWD now has a second storage facility.

6.1.3 Reliability of Imported Water Supplies: The City

The City of Oxnard receives its supply via two CMWD feeders (O-SR 1 and O-SR 2) and through one reservoir, the Springville Reservoir. Disruption to the pipeline or the reservoir would impact the delivery of imported water. This concern is mitigated by the additional sources of water available to the City, as described below.

Should there be a significant decrease or cessation in the receipt of water from CMWD, the City would increase deliveries of water from its groundwater wells and/or increase its purchase from UWCD. The City would then make adjustments at a later date to avoid exceeding its groundwater allocations by taking more CMWD water when it becomes available.

6.1.4 UWCD Groundwater

As noted in Section 3.2.3, the City holds a water supply contract with UWCD. The City obtains a portion of its groundwater supplies through this contract and UWCD facilities. UWCD also has responsibility in managing the water resources of the Santa Clara River. In particular, UWCD operates the Freeman Diversion and the Santa Felicia Dam, both of which are relied upon to augment the natural groundwater recharge on the Oxnard Plain, and provide a source of direct use of surface water to certain agricultural users in the region.

UWCD is currently managing certain environmental issues involving endangered species that may impact the current operations of the Freeman Diversion and Santa Felicia Dam. In particular, the Steelhead Trout is a species listed as endangered under the federal Endangered Species Act (ESA). The National Marine Fisheries Service has determined that Santa Felicia Dam and the Freeman Diversion may require modifications to their operations to be more protective of Steelhead habitat.

With the respect to the Freeman Diversion, UWCD is currently operating under interim conditions while it develops a Habitat Conservation Plan (HCP) pursuant to section 10 of the ESA. Such a plan would establish operating conditions for the dam for many years (perhaps as many as 40 or 50) covering impacts to steelhead. The interim operating conditions have led to some loss of water for aquifer replenishment, and it is expected that the HCP will also require providing river flows that otherwise could have been diverted for groundwater spreading.

Pursuant to requirements set forth in UWCD's Federal Energy Regulatory Commission permit for operation of Santa Felicia Dam on Piru Creek, UWCD must conduct numerous studies and monitoring plans relating to impacts on fish passage and recovery in that watershed. Among these is the study of the feasibility of fish passage at the dam. It is yet to be determined what mitigation measures might be required as a result of this work, including providing of higher rates of release from the dam throughout the year.

Any changes in the operations of these facilities may only indirectly impact the availability of groundwater to the City. In other words, the City's purchase of water from UWCD is not directly dependent on the operation of the Freeman Diversion or Santa Felicia Dam. Other, independently-operated facilities are used to supply groundwater from UWCD to the City through the UWCD O-H system. However, regional groundwater levels may be negatively impacted should the groundwater recharge or surface water yields from these UWCD facilities be materially compromised as a result of ESA compliance and the resulting change of

operations of these facilities. At this stage it is too speculative to attempt to predict the actual results of these ongoing discussions over Freeman Diversion and Santa Felicia Dam operations.

The UWCD 2010 Urban Water Management Plan Update (June 2011) for the O-H System states “that UWCD has a sufficiently reliable supply of water for the purpose of this Urban Water Management Plan.” The UWCD 2010 UWMP Update (June 2011) further states that the O-H system survived the last drought without any reductions to O-H customers. The O-H system is expected to have adequate water for any single dry year and multiple dry year periods for the foreseeable future.

6.1.5 City Groundwater

The City has a base groundwater allocation of 9,082 AFY. This allocation will, however, be increased by the transfer of allocation from properties currently on private wells which develop and connect to the City system and the conversion of agricultural lands to private development. As noted above, the City’s groundwater wells pump from the Oxnard Plain aquifer in areas in common with the City’s groundwater supplies purchased from UWCD. Based on UWCD’s 2010 UWMP (June 2010) assessment of local groundwater supplies and the ongoing implementation of the 2007 FCGMA Management Plan, local groundwater supplies are considered reliable through 2035 planning horizon.

6.1.6 Reliability of Recycled Water Supplies

Once the construction of the AWPf and RWBS facilities is completed in 2012, the recycled water supply will be highly reliable. The amount of recycled water treated at the AWPf is much less than the flow to the OWWTP.

6.2 Normal, Single-Dry, and Multiple-Dry Year Planning

The City of Oxnard has a consistent water supply through imported water and groundwater, which is sufficient to meet demands during normal, single-dry, and multiple-dry years. The following sections elaborate on the supplies available to the City.

6.2.1 Supply and Demand Comparison

The available supplies and water demands for the City’s service area were analyzed to assess the region’s ability to satisfy demands during three scenarios: a normal water year, single-dry year, and multiple-dry years. The tables in this section present the supplies and demands for the various drought scenarios for the projected planning period of 2010 to 2035 in five-year increments.

6.2.2 Normal Water Year

The City’s current and future water demands were discussed in Chapter 2 and current and future water supplies were described in Chapter 3. Conservative assumptions were utilized concerning availability of supplies. Results for this assessment indicate that available water supplies will exceed demands for the period 2010-2035 (Table 6-2).

Table 6-3 summarizes the City's water supplies available to meet demands over the 25-year planning period during a normal/average year.

**TABLE 6-2
PROJECTED SUPPLY AND DEMAND COMPARISON
SCENARIO: NORMAL YEAR (AF)**

Water Supply Sources	2015	2020	2025	2030	2035
Existing Supplies					
Imported Water ^(a)	17,379	17,379	17,379	17,379	17,379
UWCD Groundwater ^(b)	9,800	7,800	7,800	7,800	7,800
City Groundwater ^(c)	10,782	9,782	9,782	9,782	9,082
Brine Loss ^(d)	(1,490)	(1,641)	(1,700)	(1,755)	(1,810)
Total Existing Supplies	36,471	33,320	33,261	33,206	32,451
Planned Supplies					
Future City Groundwater ^(e)	527	1,789	2,269	2,269	2,269
Future City Groundwater ^(f)	5,200	11,400	8,500	8,500	8,500
Recycled Water ^(g)	1,800	2,600	5,500	5,500	5,500
Total Planned Supplies	7,527	15,789	16,269	16,269	16,269
Total Existing and Planned Supplies	43,998	49,109	49,530	49,475	48,720
Demand w/o Conservation^(h)	36,029	39,684	41,109	42,439	43,769
20x2020 Reduction ⁽ⁱ⁾	3,373	7,009	7,271	7,533	7,796
Reduction from Recycled Water ^(j)	1,800	2,600	5,500	5,500	5,500
Reduction from Water Conservation ^(k)	1,816	3,017	3,963	4,993	4,987
Demand w/Conservation^(l)	34,213	36,667	37,146	37,446	38,782

Notes:

- (a) The City's Tier 1/Tier 2 cutoff from CMWD, Table 3-6.
- (b) City's sub-allocation held by UWCD plus the additional allocation resulting from the City's participation in the M&I Supplemental Water Program, Table 3-6.
- (c) City's historical and baseline allocation (9,082 AF) plus additional credits resulting from the City's participation in the Ferro Pit Program and credits transferred to the City from PHWA as a result of the Three Party Agreement. The City also has FCGMA credits available as a supply source if needed, Table 3-6.
- (d) Brine loss is assumed to be 20% of permeate production from desalting operations. Assumes that the City will continue its 2010 blend ratio of groundwater, desalted groundwater, and imported water to maintain product water quality between 600 to 700 TDS, Table 3-6.
- (e) Future City groundwater allocations transferred to the City as agricultural lands are developed, Table 3-6.
- (f) Future City groundwater allocations made available to the City as agricultural users abandon or reduce the use of their wells in exchange for recycled water and/or as a result of groundwater recharge, Table 3-6.
- (g) GREAT Program recycled water sold to City water customers for municipal and industrial uses, including landscape, Table 4-1.
- (h) Demand w/o Conservation data from Table 2-13.
- (i) 20X2020 Reduction – the 20 percent conservation requirement is assumed to continue through 2035 and continue to be met with a combination of recycled water and conservation.
- (j) Recycled Water Reduction from the GREAT Program from Table 3-6.
- (k) Reduction from Water Conservation includes both passive water conservation from plumbing code updates and other legislation and active conservation programs outlined in the City's Water Conservation Master Plan, Table 2-14.
- (l) Demand with Conservation is Demand w/o Conservation minus Reduction from Water Conservation.

6.2.3 Single-Dry Water Year

A single dry year condition (based on 1977, the driest year on record) is not anticipated to result in a supply decrease for the City. As stated in CMWD's 2010 UWMP (May 2011), it is projected that CMWD will be able to meet all of its purveyor demands during a single dry year. CMWD has met the City's imported water demands without curtailment during each of the prior years. In future single dry years, the City should have an adequate water supply from its three water sources, City-produced groundwater, UWCD and CMWD to meet customer demands. In dry year conditions (both single- and multiple-dry years) the groundwater supply is assumed to remain 100 percent available because the long-term average of the groundwater basin includes dry periods; any single- or multiple-dry year cycle does not impact the long-term yield of the basin, and full implementation of the FCGMA Groundwater Management Plan 2007 will lead to stable groundwater basins.

Therefore, the City's supplies are not anticipated to be reduced. As indicated in Table 6-3, the single dry-year assessment resulted in a sufficient water supply to meet water demand through 2035.

**TABLE 6-3
PROJECTED SUPPLY AND DEMAND COMPARISON
SCENARIO: SINGLE DRY YEAR (AF)**

Water Supply Sources	2015	2020	2025	2030	2035
Existing Supplies					
Imported Water ^(a)	17,379	17,379	17,379	17,379	17,379
UWCD Groundwater ^(b)	9,800	7,800	7,800	7,800	7,800
City Groundwater ^(c)	10,782	9,782	9,782	9,782	9,082
Brine Loss ^(d)	(1,490)	(1,641)	(1,700)	(1,755)	(1,810)
Total Existing Supplies	36,471	33,320	33,261	33,206	32,451
Planned Supplies					
Future City Groundwater ^(e)	527	1,789	2,269	2,269	2,269
Future City Groundwater ^(f)	5,200	11,400	8,500	8,500	8,500
Recycled Water ^(g)	1,800	2,600	5,500	5,500	5,500
Total Planned Supplies	7,527	15,789	16,269	16,269	16,269
Total Existing and Planned Supplies	43,998	49,109	49,530	49,475	48,720
Demand					
Demand w/o Conservation ^(h)	36,029	39,684	41,109	42,439	43,769
20x2020 Reduction ⁽ⁱ⁾	3,373	7,009	7,271	7,533	7,796
Reduction from Recycled Water ^(j)	1,800	2,600	5,500	5,500	5,500
Reduction from Water Conservation ^(k)	1,816	3,017	3,963	4,993	4,987
Demand w/Conservation^(l)	34,213	36,667	37,146	37,446	38,782

Notes:

- (a) The City's Tier 1/Tier 2 cutoff from CMWD, Table 3-6.
- (b) City's sub-allocation held by UWCD plus the additional allocation resulting from the City's participation in the M&I Supplemental Water Program, Table 3-6.
- (c) City's historical and baseline allocation (9,082 AF) plus additional credits resulting from the City's participation in the Ferro Pit Program and credits transferred to the City from PHWA as a result of the Three Party Agreement. The City also has FCGMA credits available as a supply source if needed, Table 3-6.
- (d) Brine loss is assumed to be 20% of permeate production from desalting operations. Assumes that the City will continue its 2010 blend ratio of groundwater, desalted groundwater, and imported water to maintain product water quality between 600 to 700 TDS, Table 3-6.
- (e) Future City groundwater allocations transferred to the City as agricultural lands are developed, Table 3-6.
- (f) Future City groundwater allocations made available to the City as agricultural users abandon or reduce the use of their wells in exchange for recycled water and/or as a result of groundwater recharge, Table 3-6.
- (g) GREAT Program recycled water sold to City water customers for municipal and industrial uses, including landscape, Table 4-1.
- (h) Demand w/o Conservation data from Table 2-13.
- (i) 20X2020 Reduction – the 20 percent conservation requirement is assumed to continue through 2035 and continue to be met with a combination of recycled water and conservation.
- (j) Recycled Water Reduction from the GREAT Program from Table 3-6.
- (k) Reduction from Water Conservation includes both passive water conservation from plumbing code updates and other legislation and active conservation programs outlined in the City's Water Conservation Master Plan, Table 2-14.
- (l) Demand with Conservation is Demand w/o Conservation minus Reduction from Water Conservation.

6.2.4 Multiple-Dry Water Years

Multiple consecutive dry years (based on 1931-34, the driest four-year period on record) are not anticipated to result in a supply decrease for the City due to future supply and reliability programs. As stated in CMWD's 2010 UWMP (May 2011), it is projected that CMWD will be able to meet all of its purveyor demands during a multiple dry year event. CMWD has met the City's imported water demands without curtailment during each of the prior years. In dry year conditions (both single- and multiple-dry years) the groundwater supply is assumed to remain 100 percent available because the long-term average of the groundwater basin includes dry periods; any single- or multiple-dry year cycle does not impact the long-term yield of the basin, and full implementation of the FCGMA Groundwater Management Plan 2007 will lead to stable groundwater basins. In future droughts, the City should have an adequate water supply from a combination of City-produced groundwater, UWCD-produced groundwater and CMWD to meet customer demands.

Therefore, the City's supplies are not anticipated to be reduced during a multiple dry-year period. As shown in Table 6-4, the multiple dry-year assessment resulted in sufficient water supply to meet water demands through 2035.

TABLE 6-4
PROJECTED SUPPLY AND DEMAND COMPARISON
SCENARIO: MULTIPLE DRY YEAR (AF)

Water Supply Sources	2015	2020	2025	2030	2035
Existing Supplies					
Imported Water ^(a)	17,379	17,379	17,379	17,379	17,379
UWCD Groundwater ^(b)	9,800	7,800	7,800	7,800	7,800
City Groundwater ^(c)	10,782	9,782	9,782	9,782	9,082
Brine Loss ^(d)	(1,490)	(1,641)	(1,700)	(1,755)	(1,810)
Total Existing Supplies	36,471	33,320	33,261	33,206	32,451
Planned Supplies					
Future City Groundwater ^(e)	527	1,789	2,269	2,269	2,269
Future City Groundwater ^(f)	5,200	11,400	8,500	8,500	8,500
Recycled Water ^(g)	1,800	2,600	5,500	5,500	5,500
Total Planned Supplies	7,527	15,789	16,269	16,269	16,269
Total Existing and Planned Supplies	43,998	49,109	49,530	49,475	48,720
Demand					
Demand w/o Conservation ^(h)	36,029	39,684	41,109	42,439	43,769
20x2020 Reduction ⁽ⁱ⁾	3,373	7,009	7,271	7,533	7,796
Reduction from Recycled Water ^(j)	1,800	2,600	5,500	5,500	5,500
Reduction from Water Conservation ^(k)	1,816	3,017	3,963	4,993	4,987
Demand w/Conservation^(l)	34,213	36,667	37,146	37,446	38,782

Notes:

- (a) The City's Tier 1/Tier 2 cutoff from CMWD, Table 3-6.
- (b) City's sub-allocation held by UWCD plus the additional allocation resulting from the City's participation in the M&I Supplemental Water Program, Table 3-6.
- (c) City's historical and baseline allocation (9,082 AF) plus additional credits resulting from the City's participation in the Ferro Pit Program and credits transferred to the City from PHWA as a result of the Three Party Agreement. The City also has FCGMA credits available as a supply source if needed, Table 3-6.
- (d) Brine loss is assumed to be 20% of permeate production from desalting operations. Assumes that the City will continue its 2010 blend ratio of groundwater, desalted groundwater, and imported water to maintain product water quality between 600 to 700 TDS, Table 3-6.
- (e) Future City groundwater allocations transferred to the City as agricultural lands are developed, Table 3-6.
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- (g) GREAT Program recycled water sold to City water customers for municipal and industrial uses, including landscape, Table 4-1.
- (h) Demand w/o Conservation data from Table 2-13.
- (i) 20X2020 Reduction – the 20 percent conservation requirement is assumed to continue through 2035 and continue to be met with a combination of recycled water and conservation.
- (j) Recycled Water Reduction from the GREAT Program from Table 3-6.
- (k) Reduction from Water Conservation includes both passive water conservation from plumbing code updates and other legislation and active conservation programs outlined in the City's Water Conservation Master Plan, Table 2-14.
- (l) Demand with Conservation is Demand w/o Conservation minus Reduction from Water Conservation.

6.2.5 Summary of Comparisons

As shown in the analyses above, the City of Oxnard has adequate supplies to meet demands during normal, single-dry, and multiple-dry years throughout the 25-year planning period.

Chapter 7: Demand Management

This section describes the water Demand Management Measures (DMMs) implemented by the City of Oxnard as a part of the effort to reduce water demand.

7.1 Background

The City of Oxnard, like many agencies in California, faces several challenges in meeting future demands. These include groundwater overdraft, climatic conditions, environmental regulations, pumping restrictions and new State regulatory requirements.

In response to these challenges, the City of Oxnard has identified and is developing a set of tools, all directly related to improving water use efficiency and prioritizing appropriate use:

- **GREAT Program.** The GREAT Program includes several components. The GREAT Desalter was completed in 2009 and has been treating brackish groundwater for distribution to the City's customers. The AWPf, which is currently under construction, uses state of the art micro-filtration, reverse osmosis, and advanced oxidation disinfection technologies to purify wastewater effluent. This highly purified water will be used for landscape irrigation, agricultural irrigation, industrial processes, and possibly a future seawater intrusion injection barrier.
- **Water Conservation Ordinance.** The City of Oxnard updated its water conservation ordinance in 2009, with some minor modifications in 2010, as part of a joint effort among MWDSC's water purveyors to prohibit common water wasting activities. The updated ordinance prohibits hose washing of hard surfaces, requires leaks to be repaired within 72 hours, prohibits excessive runoff, prohibits restaurants serving water unless requested, restricts filling/refilling of swimming pools, and restricts the timing and frequency of landscape irrigation.
- **Enhanced Conservation Programs.** In June 2009, the City Council approved implementation of all of the California Urban Water Conservation Council (CUWCC's) Water Conservation Best Management Practices.
- **Tiered Conservation Rates Reform.** Tiered wastewater rates and revised tiered conservation water rates were approved by the Council in November 2009.
- **Water Conservation Master Plan.** In 2010, the City prepared a Water Conservation Master Plan (CMP) to provide a step-by step process for reaching short and long-term water efficiency goals and develop a staged implementation process for conservation programs. The CMP was a thorough assessment of existing uses, potential savings and development of a strategy to meet the City's required goals. Adopted in February 2011, this plan will be used to guide the City's water conservation efforts for the next ten years.

The City recognizes that conserving water is an integral component of a responsible water strategy and is committed to providing education, tools and incentives to help its customers reduce the amount of water they use.

7.2 The City of Oxnard and the Demand Management Measures

The City is subject to the Urban Water Management Planning Act, AB1420 and SBX7-7 requirements, in addition to the commitment of compliance with the BMPs as a signatory to the CUWCC Memorandum of Understanding Regarding Water Conservation in California (MOU).

In 2004 the City became a signatory to the MOU and a member of the CUWCC, establishing a firm commitment to the implementation of the BMPs or DMMs. The CUWCC is a consensus-based partnership of agencies and organizations concerned with water supply and conservation of natural resources in California. By becoming a signatory, the City committed to implement a specific set of locally cost-effective conservation practices in its service area.

The MOU and BMPs were revised by the CUWCC in 2008. The revised BMPs now contain a category of “Foundational BMPs” that signatories are expected to implement as a matter of their regular course of business. These include Utility Operations (metering, water loss control, pricing, conservation coordinator, wholesale agency assistance programs and water waste ordinances) and Public Education (public outreach and school education programs). The remaining “Programmatic” BMPs have been placed into three categories: Residential, Large Landscape, and Commercial, Industrial, Institutional (CII) Programs and are similar to the original quantifiable BMPs. These revisions are reflected in the CUWCC reporting database, starting with reporting year 2009 and the 2010 UWMP’s DMM compliance requirements. The new category of foundational BMPs is a significant shift in the revised MOU.

A key intent of the recent MOU revision was to provide retail water agencies with more flexibility in meeting requirements and allow them to choose program options most suitable to their specific needs. Therefore, as alternatives to the traditional Programmatic BMP requirements, agencies may also implement the MOU through a Flex Track or GPCD approach.

Under the Flex Track option, an agency is responsible for achieving water savings greater than or equal to those it would have achieved using only the BMP list items. The CUWCC has developed three Flex Track Menus — Residential, CII, and Landscape — and each provides a list of program options that may be implemented in part or any combination to meet the water savings goal of that BMP. Custom measures can also be developed and require documentation on how savings were realized and the method and calculations for estimating savings.

The GPCD option sets a water use reduction goal of 18 percent reduction by 2018. The MOU defines the variables involved in setting the baseline and determining final and interim targets. The City has chosen to implement the GPCD compliance option because it best reflects the approach developed in the Water Conservation Master Plan.

Signatories to the urban MOU are allowed by Water Code Section 10631(j) to include their biennial CUWCC BMP reports in an UWMP to meet the requirements of the DMM sections of the UWMP Act. The City has chosen to comply with the requirements of the Act by appending the BMP reports for 2009 and 2010, as well as the certificate of compliance issued by the CUWCC (Appendix I). The following sections provide more detail on the City’s conservation programs and compliance with the BMPs.

7.2.1 Foundational BMPs

The City is in compliance with all of the requirements of the Foundational BMPs and will continue to perform all the required activities to maintain compliance.

The City is currently looking to adjust its conservation rate structure to push more revenue towards the fixed component and the first tier to compensate for difficulties in covering fixed costs during significant decreases in demand. The City hopes to design a new rate structure that can cover fix costs while remaining in compliance with the CUWCC requirements for conservation rate structures.

7.2.2 Programmatic BMPs

The City is pursuing a GPCD approach to complying with the Programmatic BMPs. The 2018 GPCD target is 112.6, determined using the CUWCC's Target Calculator tool (Appendix J). The compliance schedule is shown in Table 7-1. The BMP goal exceeds the SBX7-7 target of 132.4 gpcd.

**TABLE 7-1
GPCD COMPLIANCE SCHEDULE**

Year	Report	Target		Highest Acceptable Bound	
		% Base	GPCD	% Base	GPCD
2010	1	96.4%	132.4	100%	137.4
2012	2	92.8%	127.5	96.4%	132.4
2014	3	89.2%	122.5	92.8%	127.5
2016	4	85.6%	117.6	89.2%	122.5
2018	5	82.0%	112.5	82.0%	112.6

7.3 Implementation Plan

The Water Conservation Master Plan outlines how the City will meet both its SBX7-7 and BMP requirements. The Plan provides a thorough assessment of existing uses and potential savings, processed through the following steps:

1. Analysis of End-User Data by Sector
2. Identification of Water Conservation Measures and Programs
3. Cost-Benefit Analysis and Prioritization of Conservation Measures and Programs
4. Development of a Conservation Master Plan

The resulting Plan provides an implementation strategy that meets the specific goals set by SBX7-7 and the BMPs. The strategy incorporates all of the elements required for success including quantifiable water saving programs, education and outreach, regulation and measurement (pricing is also addressed in a separate effort).

In choosing and prioritizing the quantifiable water savings programs, the following attributes were considered:

- Low overall costs
- High acre-foot lifetime savings
- Low cost per acre-foot
- Value of the benefits
- Benefit to cost ratio higher than 1

The vetting process yielded nine programs which address all market segments—residential, commercial, institutional, industrial, and irrigation — and focus on landscape uses, which have been identified as having the greatest conservation potential. The selected programs have reliable and quantifiable water savings, are relatively easy to implement, and have been proven in other water agency service areas. These features result in a portfolio of water conservation programs that are cost-effective, supported by customers, and an integral part of the City of Oxnard’s portfolio of water resource alternatives.

The final program list, along with reasons for each selection, is shown in Table 7-2.

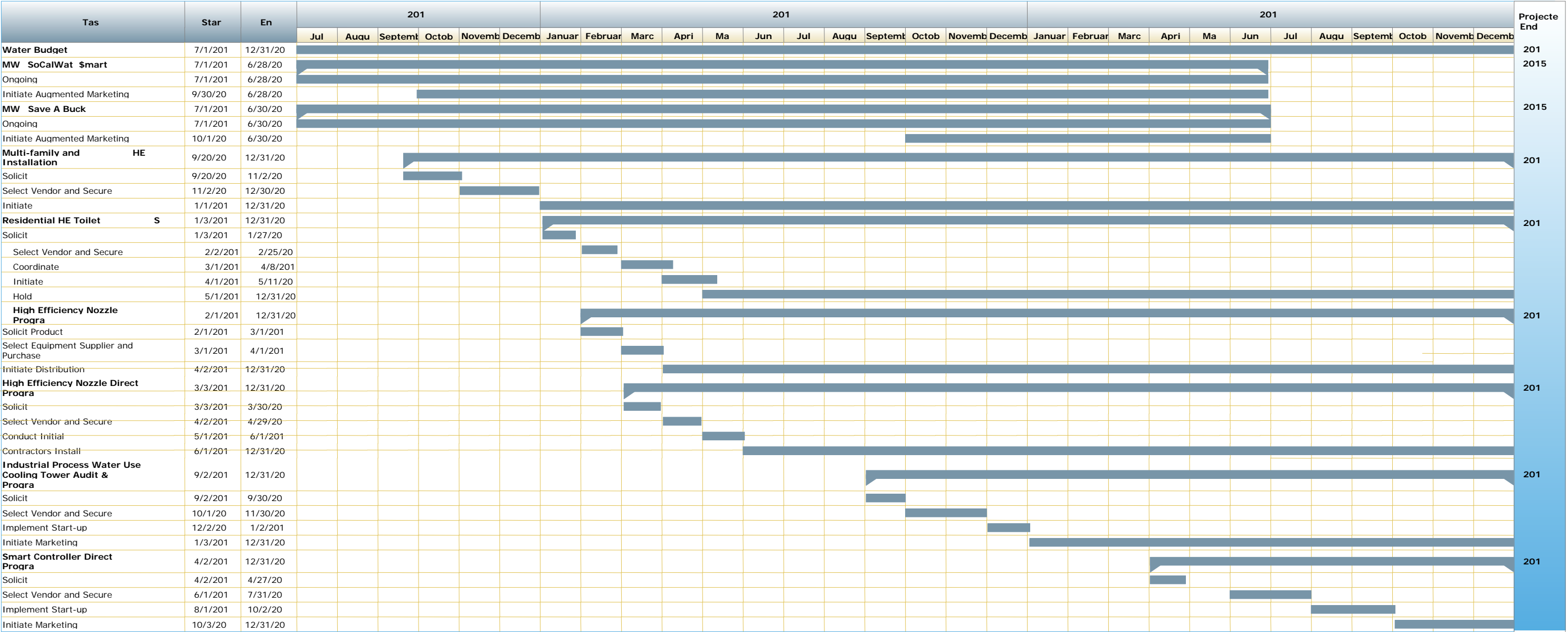
**TABLE 7-2
PROGRAMS IDENTIFIED FOR IMPLEMENTATION**

Final Selection for Programs with Quantifiable Water Savings	Reason for Final Selection
High Efficiency Nozzle Direct Installation Program	Focuses on landscape. Cost-effective. Has great water savings potential and is easily scalable to larger productivity if needed. Works for residential and commercial market.
High Efficiency Nozzle Distribution Program	Focuses on landscape. Cost-effective. Has great water savings potential and is easily scalable to larger productivity if needed. Works for residential and commercial market.
High Efficiency Toilet Distribution Program	High cost effectiveness and long term savings. Can be targeted to the low-income community. Good public relations with City residents.
Industrial Process Water Use and Cooling Tower Audit and Incentive Program	Targets largest users in the City. Highest water savings potential per site. Provides local businesses with economic support.
Save A Buck Program	Funded and administered by MWDSC. Low cost and ease of operation for the City.
SoCal WaterSmart	Funded and administered by MWDSC with added funds from Calleguas MWD. Low cost and ease of operation for the City.
Smart Controller Direct Installation Program	Targets landscape and the largest water users in the City. High water savings per site.

Final Selection for Programs with Quantifiable Water Savings	Reason for Final Selection
Water Budget	Targets landscape market and aids market transformation. Educated customers will see opportunity for savings.
Multi-family and Hotel/Motel HET Direct Installation Program	High cost effectiveness and long term water savings. May have available Member Agency Allocated funds from MWDSC.

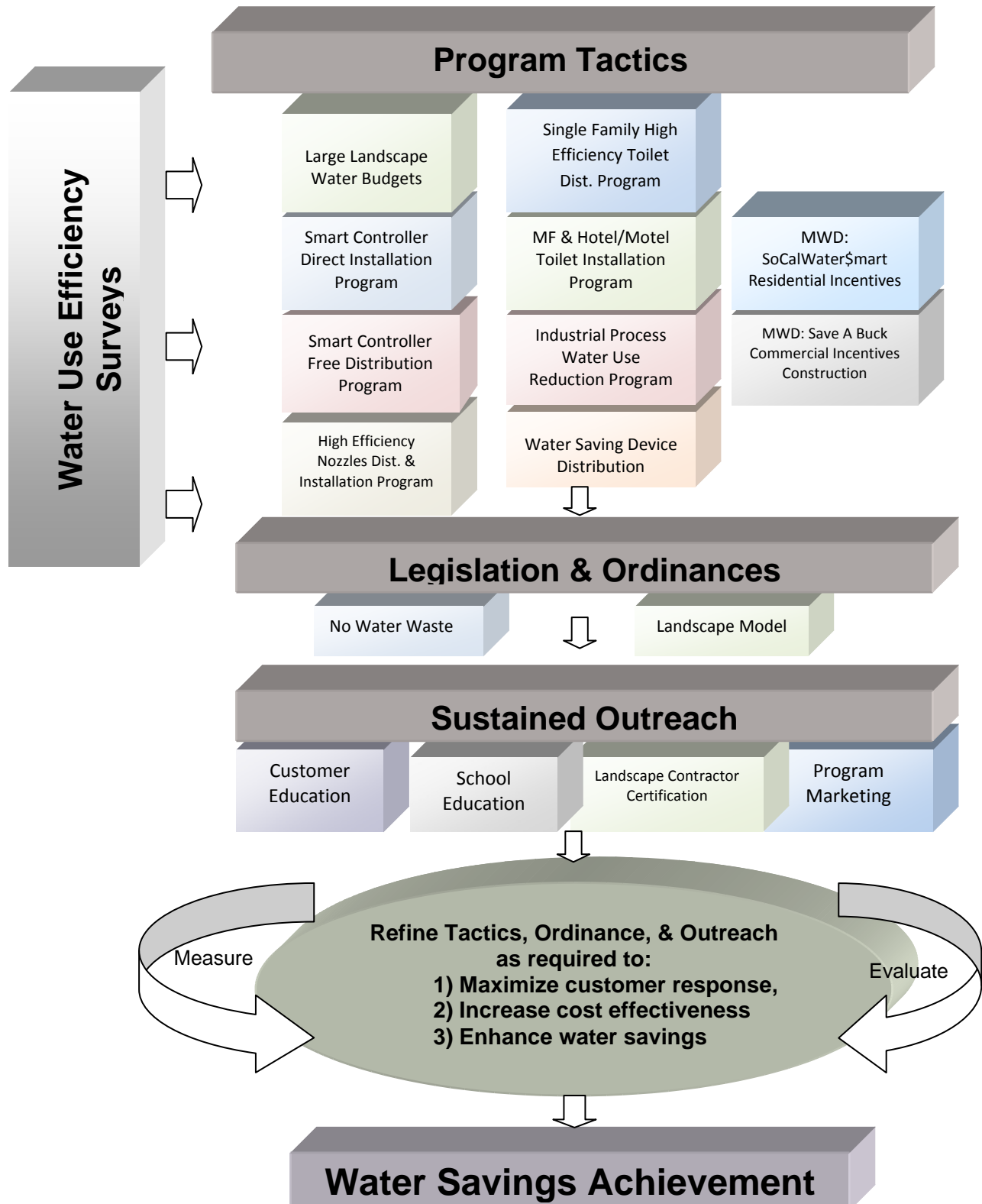
The implementation schedule is shown in Figure 7-1, with programs phased in over a five-year period.

FIGURE 7-1
IMPLEMENTATION SCHEDULE



The implementation plan also includes non-quantifiable elements such as conservation ordinances and legislation, education and outreach (Figure 7-2).

**FIGURE 7-2
ELEMENTS OF THE CONSERVATION PROGRAM**



Chapter 8: Water Shortage Contingency Planning

Water supplies may be interrupted or reduced significantly in a number of ways, such as a drought which limits supplies, an earthquake which damages water delivery or storage facilities, a regional power outage, or a toxic spill that affects water quality.

This chapter of the Plan describes how the City plans to respond to such emergencies so that emergency needs are met promptly and equitably. The City has established diverse approaches to meeting future water demands including: facility improvements and increased deliveries of local groundwater; increased deliveries of imported water; implementing a recycled water program; and supporting water demand management programs. This has allowed the City, to date, to meet demands in spite of drought conditions. Water shortages can be triggered by a hydrologic limitation in supply (i.e., a prolonged period of below normal precipitation and runoff), limitations or failure of supply and treatment infrastructure, or both. Hydrologic or drought limitations tend to develop and abate more slowly, whereas infrastructure failure tends to happen quickly and relatively unpredictably. The following section summarizes the City's plan to respond to such emergencies so that water demands are met promptly and equitably.

Ordinances No. 2729 and No. 2810 contained within City Code Chapter 22, Articles VII, IX and X, establish the City's contingency plan. Prohibitions, penalties and financial impacts of shortages are described in these sections of City Code and are summarized in this chapter.

8.1 Coordinated Planning

The City's first water shortage emergency procedures were established in 1991 by Ordinance No. 2246, but were later entirely repealed and restated by Ordinance No. 2729 in 2006. This ordinance established new water conservation and water shortage response procedures under Chapter 22, Article IX of Oxnard City Code. Article IX, which is also titled the "City of Oxnard Water Conservation and Water Shortage Response Ordinance," was later amended with language of Ordinance No. 2810 in 2009, which also provided amendments to Articles VIII and X, on Water Waste and Recycled Water Use, respectively. Copies of Ordinances 2729, 2810 and 2826 are provided in Appendix K. These amendments to City Code were deemed necessary to manage the City's potable water supply and to avoid or minimize the effects of drought and water supply variations within the City. The 2009 Ordinance establishes permanent water conservation standards to maximize water use efficiency for non-shortage conditions and refines response actions implemented during water shortage conditions. The conservation resulting from improved water use efficiency should help ensure a reliable and sustainable minimum supply of water for the public health, safety and welfare by maintaining local and imported water resources. Most recently, Ordinance No. 2826 in 2010 provided additional modifications, although minor, to the language pertaining to Water Waste.

8.2 Water Conservation and Water Shortage Response

As set forth in the City of Oxnard Water Conservation and Water Shortage Response Ordinance within Oxnard City Code, during a declared water shortage condition the water sources available to the City will be put to the maximum beneficial use to the greatest extent possible. The waste or unreasonable use of water will be prevented, and water available will be conserved for

public welfare in the interests of City residents. The primary purpose of the Ordinance is to provide response procedures for use during water shortages, including procedures that will significantly reduce the consumption of City water over an extended period of time. The aim is to extend the water available to City residents while reducing the hardship on the City and the general public to the greatest extent possible.

8.3 General Water Waste Prohibitions

During non-shortage conditions, any waste or unreasonable use of water is prohibited, and conservation of water within and outside the city limits is mandatory in Oxnard. Examples of Oxnard's general water waste prohibitions and restrictions include limits on outdoor irrigation watering hours; limits on running water duration; no run-off; drinking water service upon request (water served only upon customer request at public places where food is served); various prohibitions in the commercial sector; no filling or refilling of swimming pools; and waste in general, including any indiscriminate use of water which is wasteful. In times of a water shortage, water use restricted under the general prohibition will also comply with any reduction levels described in a water shortage condition resolution adopted by City Council.

8.3.1 Implementation

The City Council is responsible for declaring a water shortage condition. Upon this declaration, the council will determine and establish the severity of the condition and establish the mandatory conservation measures needed to meet demand during the shortage. The City Manager will determine a baseline for the City's various customers to determine the reduction requirements. Customers with previous implementation of water conserving devices will, to the extent practical, not be penalized in establishing the baseline.

Water used on a one-time basis, for purposes such as construction and dust control, will be limited to that quantity identified in a plan submitted by the consumer to the Director of Public Works for approval. The City Council resolution describes the specific water use requirements and identifies acceptable alternative water sources not subject to restrictions.

The Director of Public Works will monitor and evaluate the projected water supply and demand by consumers. In the event of a prolonged severe water shortage emergency, the Director of Public Works will recommend to the City Council a water shortage plan that describes the delivery of water to customers. The City Council may order implementation of a water shortage strategy they deem necessary and appropriate to address any water shortage emergency. Following adoption of a water shortage condition resolution, the City Manager will inform city customers of all water use restrictions using all reasonable measures, which may include issuing notices through press releases, print and broadcast media and with customer water bills. Additionally, specific impacted industry groups, such as hotels, school districts, and restaurants may receive written and verbal notification from the City Manager. On a finding by the City Council that a water shortage emergency no longer exists, any water shortage plan then in effect will terminate by City Council resolution.

8.3.2 Goals and Allocations

After determining the severity of the water shortage emergency, the City Council will establish, by resolution, water conservation goals by stages as listed in Table 8-1. Immediately after

adoption of a City Council resolution declaring the water conservation goals, water allocations will be in effect and customers will be prohibited from using water in excess of their allocation. Each customer will be solely responsible for managing his/her water uses in such a manner as to not exceed the amount of water allocated. Percentage reduction stages and goals will be in effect with the first full billing period commencing on or after the effective date of the City Council resolution adopting a water shortage plan. Single-family domestic/residential water allocations will be made on a per consumer basis and will be established by the City Manager based on factors including historical use and usage for similar situated customers per Ordinance No. 2810. This methodology will, to the extent practical, limit potential penalization of customers who have already adopted conservation practices. Monthly allocation will be subject to percentage stage reductions as declared by City Council resolution as shown in Table 8-1.

**TABLE 8-1
REDUCTION GOALS AND ALLOCATIONS**

Deficiency	Stage	Demand Reduction Goal	Type of Program
Up to 15%	1	Based on Baseline Use ^(a)	Mandatory
15-25%	2	Based on Baseline Use ^(a)	Mandatory
26-35%	3	Based on Baseline Use ^(a)	Mandatory
Greater than 35%	4	Based on Baseline Use ^(a)	Mandatory

Note: (a) Baseline Use will be established for each customer based on factors including historical use and usage for similar situated customers.

Priorities for use of available water, based on Chapter 3 of the California Water Code, are:

- Health and Safety: Interior residential, sanitation and fire protection
- Commercial, Industrial, and Governmental: Maintain jobs and economic base
- Existing Landscaping: Especially trees and shrubs
- New Demand: Projects with permits when shortage declared

Water quantity calculations used to determine interior household GPCD requirements for health and safety are provided in Table 8-2. As developed in Table 8-2, the California Water Code Stage 2, 3, and 4 health and safety allotments are 68 GPCD, or 33 hundred cubic feet (hcf) per person per year. When considering this allotment and the City's population of approximately 201,500 in 2010 as presented in Chapter 2.0, the total annual water supply required to meet the first priority use during a water shortage is approximately 15,265 AFY.

TABLE 8-2
PER CAPITA HEALTH AND SAFETY WATER QUANTITY CALCULATIONS

	Non-Conserving Fixtures	Habit Changes	Conserving Fixtures
Toilets	5 flushes x 5.5 gpf = 27.5	3 flushes x 5.5 gpf = 16.5	5 flushes x 1.6 gpf = 8.0
Showers	5 min x 4.0 gpm = 20.0	4 min x 3.0 gpm = 12.0	5 min x 2.0 gpm = 10.0
Washers	12.5 GPCD (1/3 load) = 12.5	11.5 GPCD (1/3 load) = 11.5	11.5 GPCD (1/3 load) = 11.5
Kitchens	4 GPCD = 4.0	4 GPCD = 4.0	4 GPCD = 4.0
Other	4 GPCD = 4.0	4 GPCD = 4.0	4 GPCD = 4.0
Total GPCD	68.0	48.0	37.5
CCF per capita per year	33.0	23.0	18.0

8.3.2.1 Single-Family Residential Customers

A resident verification form will be used to determine the number of residential units and the number of persons using water in order for the City to allocate water for residential customers. Any single-family domestic residential customer failing to truthfully complete a resident verification will be guilty of a violation.

8.3.2.2 Multi-Family Residential Customers

Multi-family domestic/residential water allocations will be made per consumer and will be based on the number of persons per consumer and reasonable landscaping requirements (unless landscaping is separately metered) relative to the severity of the drought conditions. The monthly allocation will be subject to percentage stage reductions as declared by City Council resolution.

A resident verification form will be used to determine the number of residential units and the number of persons using water in order for the City to allocate water for residential customers. Any multi-family domestic residential customer failing to truthfully complete a resident verification will be guilty of a violation and penalties can be imposed.

8.3.2.3 Commercial, Industrial, Agricultural and Landscape Customers

Commercial, industrial, agricultural and landscape water allocations will be based upon an historical base period reduced by the percentage stage reduction (Table 8-1) as declared by City Council resolution.

8.3.2.4 New Customer

Any commercial, industrial, agricultural, or landscape customer that was not a customer during the historical base period will be assigned an average monthly allocation of water that corresponds to the usage of a similar customer. Each new customer will be solely responsible for managing the customer's water uses in such a manner as to not exceed the amount of water allocated to that customer.

8.3.3 Minimum Supply over the Next Three Years

Table 8-3 presents the minimum supply for the next three years.

**TABLE 8-3
THREE-YEAR ESTIMATED MINIMUM WATER SUPPLY (AF)**

Source	2012	2013	2014
Calleguas Municipal Water District	17,379	17,379	17,379
United Water Conservation District	6,800	6,800	6,800
City Wells (minus brine loss)	9,238	9,238	9,238
Total	33,417	33,417	33,417

8.4 Catastrophic Supply Interruption Plan

Water supplies as well as other public facilities can be negatively impacted by catastrophic events, including regional power outages and earthquakes. Compared to many other purveyors the City is well-positioned to respond to such events because:

- The City has accumulated groundwater credits in the Oxnard Basin equal to 24 months of imported water.
- The City has multiple sources of water, currently from CMWD, UWCD and City wells.
- The City's pipeline system has a tremendous by-pass system ("looping"), referring to the interconnection of pipelines and avoidance of critical pipelines where a break due to a seismic event, for example, would leave substantial areas of the City without water.
- In terms of a regional power outage, the City has back-up diesel generators at its major facilities (i.e., blending stations and water wells). UWCD also has generation capacity. There is also additional pumping capacity plus diesel-powered generation capacity at all wellfields and the desalter.

Table 8-4 shows the City's preparation actions in the event of a catastrophe.

**TABLE 8-4
PREPARATION ACTIONS FOR A CATASTROPHE**

Possible Catastrophe	Summary of Actions
Regional power outage	City will use its emergency generators
Earthquake	City, as with other California cities, is subject to earthquake events. Fortunately the City: <ul style="list-style-type: none">• Has a well looped pipeline system.• Has and will have multiple blending stations capable of feeding the system.• Has more well capacity than needed. See discussion below this table.

Possible Catastrophe	Summary of Actions
Tsunami	No critical potable water facilities are located in an area that might be impacted by a tsunami. The most vulnerable would be the Advanced Water Purification facility and that facility is not critical since it is feeding recycled water to agricultural and landscape areas and one industrial customer that is also within the tsunami zone. Growers could revert back to their wells, for instance.

The most vulnerable source of supply would likely be the CMWD supply that comes through the Springville Reservoir and then through the Oxnard-Del Norte Conduits System to the City's blending stations, Procter & Gamble, and Port Hueneme Water Agency. The Del-Norte Conduit serves one blending station and the Oxnard Conduit delivers the balance of the imported water. In the event of a break in the Oxnard Conduit, the City would increase pumping from its groundwater wells. Then, to stay within its allocation, a greater portion of CMWD water would be used once that water became available until the proper amount of groundwater pumped during the year was met. Of course, an earthquake event late in the year may not allow for this to be met and in that instance, it is presumed that the FCGMA would allow the total water pumped to be adjusted over a 2-year period.

As of December 31, 2010, the City had a balance of 30,663 AF of FCGMA conservation credit reserves available, of which the City intends to maintain a minimum balance of 30,000 AF in 2011 and one year's worth of demand beyond that. These credits will be used primarily in emergency and drought situations.

8.5 Enforcement of Water Use Allocations

During a water shortage emergency, the City Manager will take specific actions in response to the failure of any customer to comply with established water use restrictions. Based on the magnitude of the water overuse and the number of separate infractions, a penalty in addition to the regular rate charged for water shall be imposed on the customer (Table 8-5). Penalties can range from water use billed at two times the highest unit rate for the specified customer class to seven times the highest unit rate. A customer's failure to comply with water allocation requirements will be cumulative for the duration of a water shortage condition.

For the fourth failure to comply with the water use restrictions the City Manager will authorize installation of a flow-restricting device of one gallon per minute capacity for services up to 1.5 inch size, and comparatively sized restricting devices for larger services, on the service of the customer at the premises where the violation occurred. The device will remain in place until either the City Manager authorizes its removal or the water shortage resolution ends. The City will charge the customer for the costs incurred for installing and for removing a flow-restricting device and for restoration of regular service. The charge and any surcharges will be paid before regular service is restored.

**TABLE 8-5
WATER SHORTAGE EMERGENCY PLAN PENALTIES**

Water Shortage Stage	First Two Offenses	Three or More Offenses
1	Water use in excess of allotment billed at two times the highest unit rate for that customer class	Water use in excess of allotment billed at four times the highest unit rate for that customer class.
2	Water use in excess of allotment billed at three times the highest unit rate for that customer class	Water use in excess of allotment billed at five times the highest unit rate for that customer class
3	Water use in excess of allotment billed at four times the highest unit rate for that customer class	Water use in excess of allotment billed at six times the highest unit rate for that customer class.
4	Water use in excess of allotment billed at five times the highest unit rate for that customer class	Water use in excess of allotment billed at seven times the highest unit rate for that customer class

Source: Oxnard City Code Article XIII, Sec. 22-157

The penalties and charges imposed on customers will take effect in all stages of a water shortage condition (Table 8-6).

**TABLE 8-6
PENALTIES AND CHARGES**

Penalty or Charge	Stage When Penalty Takes Effect
Penalty for excess use	All stages
Charge for excess use	All stages

Table 8-7 shows the consumption reduction methods the City will employ when a water shortage is declared.

**TABLE 8-7
CONSUMPTION REDUCTION METHODS**

Consumption Reduction Method	Stage When Method Takes Effect	Projected Reduction (percent)
Penalties and Charges	After the Second Violation under Normal Conditions and Starting at Stage 1 Under a Water Shortage Condition	To be determined by the City Manager based on the nature and duration of the declared water shortage.

Consumption Reduction Method	Stage When Method Takes Effect	Projected Reduction (percent)
Flow restrictors	After the Fourth Violation under Normal Conditions and Starting at Stage 1 under a Water Shortage Condition	To be determined by the City Manager based on the nature and duration of the declared water shortage.
Discontinue service	After the Fourth Violation under Normal Conditions and Starting at Stage 1 under a Water Shortage Condition	To be determined by the City Manager Based on the nature and duration of the declared water shortage.

It is anticipated that penalties and fines for using more than the allocated amount of water will be effective in terms of achieving needed reductions. However, since not all customers will achieve their stated reductions, it is anticipated that the City will set goals slightly higher than actually needed such that the actual achieved results are acceptable.

In lieu of, or in addition to above mentioned enforcement, the failure to comply with any provisions set forth in the City of Oxnard Water Conservation and Water Shortage Response Ordinance, the City Manager may reduce the amount of water provided to a customer to the level required for compliance.

8.5.1 Notice of Violation

The City Manager will give written notice of violation by regular mail or personal delivery to the customer committing the violation. The notice will include details on the applicable water use allotment or restriction, as well as the actual measured use and alleged violation. The notice will also contain a description of the facts of the violation, a statement of the potential penalties for each violation and information on the customer's right to request and adjustment or appeal.

8.5.2 Request for Adjustments

A customer's right to request an adjustment to or relief from an allowed allocation will be based on consideration of all relevant factors by the hearing officer. Circumstances that might warrant allotment modifications may be based on the customer's historical use, changes in household size or number of employees in commercial, industrial and governmental offices, or the addition of landscaped area to the customer's property. Consideration will also be given to whether the allotment reductions will result in unemployment or unique economic hardship compared to similarly situated customers or whether water use adjustments are caused by emergency, health or safety issues, including necessary increases in water use related to family illness or health. Factors that may warrant adjustments may also include water uses during new construction, the filling of a newly constructed swimming pool under permit, multi-dwelling water use serviced by a single water meter, unusual or unexplained water usage, and substantially lower water usage compared to similar customers resulting from conservation practices.

8.5.3 Appeal and Hearing

Any customer, against whom penalties are to be assessed for violations under normal or water shortage conditions, has the right to appeal through a hearing before which imposition of assessed remedies or penalties will not occur. The written request for hearing shall be filed within fifteen days of the date of notification of the violation. During the hearing that shall be conducted promptly following the request, the customer may present any relevant evidence tending to show that the alleged violation has not occurred. The formal rules of evidence will not apply to this review and all relevant evidence customarily relied upon by reasonable persons in the conduct of serious business affairs will be admissible unless a valid objection justifies its exclusion. If the customer fails to provide information relevant to the resolution of the appeal, relief shall be denied. The final decision of the City Manager will be provided to the customer in writing within thirty days of receipt of the appeal and will exhaust all administrative process.

8.6 Emergency Service Connections

At present, the City does not have any emergency service connections and is reliant upon its three independent sources. In the event CMWD water becomes unavailable, the City would be totally reliant upon groundwater. Over the short-term, the City could utilize its full well capacity and request its full entitlement from UWCD to provide limited service at a reduced water quality. If UWCD service were to be curtailed, limited service could also be provided using City wells and CMWD water. Barring contamination, it is assumed that the City wells would be available under all scenarios.

Currently, the City has no interconnections with other water purveyors. The City completed design for an interconnection with the City of Ventura; however, this interconnection has not been constructed. That interconnection would, if constructed, convey only emergency sources of supply. CMWD water cannot be exported to Ventura's service area as Ventura is not a member agency of CMWD or of MWDSC.

8.7 Analysis of Revenue Impacts of Reduced Sales during Shortages

The City of Oxnard operates its water system as an enterprise fund. Within that fund are both operational and capital funds. In general, the operational funds are supported by water sales and the capital funds are supported by fees paid by developers as well as a portion of water sales revenue.

Water billing for City accounts consists of two parts: (1) a fixed charge, also referred to as the service charge or meter charge, based on the meter size, and (2) a variable component or commodity charge based on water purchase. Ideally, most water utilities would like to collect sufficient funds from the fixed charges to cover the fixed expenses, such as salaries and benefits and the costs involved in maintaining facilities. However, due to the need to maintain "lifeline" rates for customers, this is not always achieved. In addition, the CUWCC MOU requires that 70 percent of water rate revenues be obtained through the variable component of the rate.

For the City of Oxnard, the service charges collected are significantly short of the revenue needed to cover fixed costs – which are mostly for debt service payments and personnel.

Table 8-8 discusses various actions and conditions that may impact the City revenues.

**TABLE 8-8
ACTIONS AND CONDITIONS THAT IMPACT REVENUES**

Type	Anticipated Revenue Reduction
Reduced sales due to drought conditions	Up to a total reduction of 20 percent of water sales under normally expected drought conditions due to the City's resource mix. This would translate into a revenue reduction of approximately \$3.25 million.
Slow-down in development, impacting capital revenue	Capital revenue is dependent on development or re-development within the City. The past several years have seen low growth rates throughout Southern California, including the City of Oxnard. Based on this reduction in the amount of land development activity – a primary source of capital- a drop in capital revenue of 50 percent or more can be expected in the future. In fact, between 2007 and 2011, the City experienced a drop in capital revenue of over 75 percent. Ultimately, as the City approaches a buildout condition, capital revenue will drop to minimal amounts. As a result of the economic downturn, slow growth can be expected for several years to come, which will also negatively impact development and capital revenue.

Table 8-9 discusses actions and conditions that impact expenditures.

**TABLE 8-9
ACTIONS AND CONDITIONS THAT IMPACT EXPENDITURES**

Category	Anticipated Cost
Increased staff cost	It is expected that staff salaries will increase with inflation.
Increased O&M cost	The City's O&M costs will be significantly impacted by the personnel and energy costs associated with the new AWPf.
Increased cost of supply and treatment	Treatment is discussed above. The cost of supplies includes water purchased from Calleguas Municipal Water District and United Water Conservation District. The current cost for Tier 1 water is \$981 per AF as of January 1, 2011.

Table 8-10 discusses the measures that water utilities, including the City of Oxnard use to overcome the impacts of revenue changes. Where there are decreases, primarily due to reduced water sales, the City considers the corresponding reductions in expenditures (energy and water purchases) and then has the ability to adjust the rates. However, increasing rates

when customers are decreasing water purchases (voluntary or mandatory) can be problematic. Therefore, to some degree decreased revenue could be somewhat offset from reserve funds.

**TABLE 8-10
PROPOSED MEASURES TO OVERCOME REVENUE IMPACTS**

Names of Measures	Summary of Measures
Rate adjustment	Rate adjustments or use of reserve funds can make up for drops in revenue. It is estimated that a 20 percent drop in water sales will decrease City revenue by approximately \$3.25 million. However, there would also be a decrease in expenditures, particularly in the amount of purchased Calleguas water.
Development of reserves	The City currently has operational reserves that could accommodate reductions in water revenues of 10 to 20 percent for a particular year without the need to adjust rates.
Bond Financing	For larger capital expenditures, including the GREAT Program, the City has and will continue to utilize bond financing. This financing spreads costs over many years, mitigating revenue changes on a year-to-year basis.

Reductions in water purchases must be balanced carefully as this may impact future water costs. The City's purchase order with Calleguas includes a Tier 1/Tier 2 cutoff based upon 90 percent of actual purchases over the preceding ten years. Purchase of Tier 2 water would result in significantly higher expenditures.

Table 8-11 discusses measures to overcome expenditure impacts.

**TABLE 8-11
PROPOSED MEASURES TO OVERCOME EXPENDITURE IMPACTS**

Names of Measures	Summary of Measures
Rate increases	The City will adjust its water rates as necessary to meet expenditures.
Bond financing	The City is using bond financing for the larger capital expenditures.
GREAT Program	The GREAT program reduces the City's need for purchased water on a percentage basis. This will allow the City to better control and predict its expenditures.

Finally, the assumptions are that the impacts of drought will be relatively minor in nature due to the City's portfolio of water resources. However, the Municipal Code and this UWMP must examine a decrease of up to 50 percent in water sales. Such a drastic decrease would obviously have an impact. Such a significant reduction would create a need to increase rates by approximately 20 percent under current conditions unless there were other actions taken by the City.

8.8 Water Use Monitoring Procedures

Monitoring of water use reductions during a water shortage time period will be accomplished by monitoring the water use of all customers as reflected in the monthly meter reading to generate bills. Where water use exceeds the amounts allocated, notices will be sent and enforcement actions will be taken. Monitoring non-permitted uses will depend on: (1) Water Resources Division staff; (2) the City's Code Compliance Officers; and (3) complaints or information supplied by residents or workers within the City. Table 8-12 discusses water use monitoring mechanisms.

**TABLE 8-12
WATER USE MONITORING MECHANISMS**

Mechanisms for Determining Actual Reductions	Type and Quality of Data Expected
Review of meter reading	Monthly for all customers
Restrictions enforcement	Reports from citizens/workers or zoning enforcement officers
Water Resources Division staff observations	Reports on observed violations from field-based staff

References

- California Climate Change Center. 2009. Using Future Climate Projections to Support Water Resources Decision Making in California. May.
- California Department of Water Resources. 2003. California's Groundwater – Bulletin 118, Update 2003, Santa Clara River Valley Groundwater Basin, Oxnard Subbasin 2006 January.
- California Department of Water Resources. 2007. Progress in Incorporating Climate Change Into Management of California's Water Resources. December.
- California Department of Water Resources. 2009. California Water Plan Update 2009. December.
- California Department of Water Resources. 2010. State Water Project Delivery Reliability Report 2009. August.
- California Department of Water Resources. 2011. Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use. February.
- Calleguas Municipal Water District. 2011. 2010 Urban Water Management Plan. May.
- Fox Canyon Groundwater Management Agency, United Water Conservation District, & Calleguas Municipal Water District. 2007. 2007 Update to the Fox Canyon Groundwater Management Agency Groundwater Management Plan. May.
- Fox Canyon Groundwater Management Agency. 2010. Annual Report.
- Metropolitan Water District of Southern California. 2010. The Regional Urban Water Management Plan. November.
- Oxnard, City of. 2006. 2005 Urban Water Management Plan. January.
- Oxnard, City of. 2010. Water Conservation Master Plan.
- United Water Conservation District. 2011. 2010 Urban Water Management Plan Update. June.
- Watersheds Coalition of Ventura County. 2006. Integrated Regional Water Management Plan – 2006. November.

Appendix A

DWR Checklist

Urban Water Management Plan checklist, organized by legislation number

No.	UWMP requirement ^(a)	Calif. Water Code reference	Subject ^(b)	Additional clarification	UWMP location
1	Provide baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.	10608.20(e)	System Demands		Section 2.3, Tables 2-11, 2-12
2	<i>Wholesalers:</i> Include an assessment of present and proposed future measures, programs, and policies to help achieve the water use reductions. <i>Retailers:</i> Conduct at least one public hearing that includes general discussion of the urban retail water supplier's implementation plan for complying with the Water Conservation Bill of 2009.	10608.36 10608.26(a)	System Demands	Retailer and wholesalers have slightly different requirements	Section 1.2.2, Table 1-2, Appendix B
3	Report progress in meeting urban water use targets using the standardized form.	10608.40	Not applicable	Standardized form not yet available	TBD
4	Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	10620(d)(2)	Plan Preparation		Section 1.2.1, 1.2.2, Table 1-1
5	An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.	10620(f)	Water Supply Reliability . . .		Section 3.6, 4.3
6	Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision.	10621(b)	Plan Preparation		Section 1.2.2, Table 1-2., Notice of Public Hearings (Appendix B)
7	The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).	10621(c)	Plan Preparation		Section 1, Notice of Public Hearings (Appendix B)

No.	UWMP requirement ^(a)	Calif. Water Code reference	Subject ^(b)	Additional clarification	UWMP location
8	Describe the service area of the supplier	10631(a)	System Description		Section 1.3, Figure 1-1
9	(Describe the service area) climate	10631(a)	System Description		Section 1.4, Table 1-3.
10	(Describe the service area) current and projected population . . . The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier . . .	10631(a)	System Description	Provide the most recent population data possible. Use the method described in "Baseline Daily Per Capita Water Use." See Section M.	Section s 2.1, Tables 2-1 and 2-2
11	. . . (population projections) shall be in five-year increments to 20 years or as far as data is available.	10631(a)	System Description	2035 and 2040 can also be provided to support consistency with Water Supply Assessments and Written Verification of Water Supply documents.	Table 2-2
12	Describe . . . other demographic factors affecting the supplier's water management planning	10631(a)	System Description		Sections 2.4.1, 2.4.4, 2.4.5, Table 2-13, 2-17
13	Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a).	10631(b)	System Supplies	The 'existing' water sources should be for the same year as the "current population" in line 10. 2035 and 2040 can also be provided to support consistency with Water Supply Assessments and Written Verification of Water Supply documents.	Chapter 3, Tables 3-1 through 3-6

No.	UWMP requirement ^(a)	Calif. Water Code reference	Subject ^(b)	Additional clarification	UWMP location
14	(Is) groundwater . . . identified as an existing or planned source of water available to the supplier . . . ?	10631(b)	System Supplies	Source classifications are: surface water, groundwater, recycled water, storm water, desalinated sea water, desalinated brackish groundwater, and other.	Section 3.2, Tables 3-1 through 3-6
15	(Provide a) copy of any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management. Indicate whether a groundwater management plan been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	10631(b)(1)	System Supplies		NA
16	(Provide a) description of any groundwater basin or basins from which the urban water supplier pumps groundwater.	10631(b)(2)	System Supplies		Section 3.2.1
17	For those basins for which a court or the board has adjudicated the rights to pump groundwater, (provide) a copy of the order or decree adopted by the court or the board	10631(b)(2)	System Supplies		NA
18	(Provide) a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree.	10631(b)(2)	System Supplies		NA
19	For basins that have not been adjudicated, (provide) information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition.	10631(b)(2)	System Supplies		Section 3.2.2, Appendix E

No.	UWMP requirement ^(a)	Calif. Water Code reference	Subject ^(b)	Additional clarification	UWMP location
20	(Provide a) detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.	10631(b)(3)	System Supplies		Section 3.2.4, Table 3-5
21	(Provide a) detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.	10631(b)(4)	System Supplies	Provide projections for 2015, 2020, 2025, and 2030.	Sections 3.2.3, 3.2.4, 3.5, 3.6, Tables 3-2, 3-6
22	Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage, to the extent practicable, and provide data for each of the following: (A) An average water year, (B) A single dry water year, (C) Multiple dry water years.	10631(c)(1)	Water Supply Reliability . . .		Sections 6.1 through 6.4 Tables 6-3 through 6-5
23	For any water source that may not be available at a consistent level of use - given specific legal, environmental, water quality, or climatic factors - describe plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.	10631(c)(2)	Water Supply Reliability . . .		Sections 6.1, 6.2, 6.3
24	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	10631(d)	System Supplies		Section 3.4
25	Quantify, to the extent records are available, past and current water use, and projected water use (over the same five-year increments described in subdivision (a)), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following uses: (A) Single-family residential; (B) Multifamily; (C) Commercial; (D) Industrial; (E) Institutional and governmental; (F) Landscape; (G) Sales to other agencies; (H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof; (I) Agricultural.	10631(e)(1)	System Demands	Consider “past” to be 2005, present to be 2010, and projected to be 2015, 2020, 2025, and 2030. Provide numbers for each category for each of these years.	Sections 2.2, 2.4 Tables 2-4 through 2-10, 2-14 through 2-17, Figure 2-1

No.	UWMP requirement ^(a)	Calif. Water Code reference	Subject ^(b)	Additional clarification	UWMP location
26	(Describe and provide a schedule of implementation for) each water demand management measure that is currently being implemented, or scheduled for implementation, including the steps necessary to implement any proposed measures, including, but not limited to, all of the following: (A) Water survey programs for single-family residential and multifamily residential customers; (B) Residential plumbing retrofit; (C) System water audits, leak detection, and repair; (D) Metering with commodity rates for all new connections and retrofit of existing connections; (E) Large landscape conservation programs and incentives; (F) High-efficiency washing machine rebate programs; (G) Public information programs; (H) School education programs; (I) Conservation programs for commercial, industrial, and institutional accounts; (J) Wholesale agency programs; (K) Conservation pricing; (L) Water conservation coordinator; (M) Water waste prohibition; (N) Residential ultra-low-flush toilet replacement programs.	10631(f)(1)	DMMs	Discuss each DMM, even if it is not currently or planned for implementation. Provide any appropriate schedules.	Sections 7.2, 7.3, Tables 7-1, 7-2, Figures 7-1, 7-2, Appendix I
27	A description of the methods, if any, that the supplier will use to evaluate the effectiveness of water demand management measures implemented or described under the plan.	10631(f)(3)	DMMs		Section 2.3.2, 7.3, Table 2-12, Figure 7-2
28	An estimate, if available, of existing conservation savings on water use within the supplier's service area, and the effect of the savings on the supplier's ability to further reduce demand.	10631(f)(4)	DMMs		Tables 6-3 through 6-5 Appendix I

No.	UWMP requirement ^(a)	Calif. Water Code reference	Subject ^(b)	Additional clarification	UWMP location
29	An evaluation of each water demand management measure listed in paragraph (1) of subdivision (f) that is not currently being implemented or scheduled for implementation. In the course of the evaluation, first consideration shall be given to water demand management measures, or combination of measures, that offer lower incremental costs than expanded or additional water supplies. This evaluation shall do all of the following: (1) Take into account economic and noneconomic factors, including environmental, social, health, customer impact, and technological factors; (2) Include a cost-benefit analysis, identifying total benefits and total costs; (3) Include a description of funding available to implement any planned water supply project that would provide water at a higher unit cost; (4) Include a description of the water supplier's legal authority to implement the measure and efforts to work with other relevant agencies to ensure the implementation of the measure and to share the cost of implementation.	10631(g)	DMMs	See 10631(g) for additional wording.	Sections 7.2, 7.3, Table 7-2
30	(Describe) all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs, other than the demand management programs identified pursuant to paragraph (1) of subdivision (f), that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in average, single-dry, and multiple-dry water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.	10631(h)	System Supplies		Section 3.6
31	Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.	10631(i)	System Supplies		Sections 3.6.1, 3.7, Table 3-7

No.	UWMP requirement ^(a)	Calif. Water Code reference	Subject ^(b)	Additional clarification	UWMP location
32	Include the annual reports submitted to meet the Section 6.2 requirement (of the MOU), if a member of the CUWCC and signer of the December 10, 2008 MOU.	10631(j)	DMs	Signers of the MOU that submit the annual reports are deemed compliant with Items 28 and 29.	Appendix I
33	Urban water suppliers that rely upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (c). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (c).	10631(k)	System Demands	Average year, single dry year, multiple dry years for 2015, 2020, 2025, and 2030.	Section 3.1
34	The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.	10631.1(a)	System Demands		Section 2.4.4, Tables 2-17
35	Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply, and an outline of specific water supply conditions which are applicable to each stage.	10632(a)	Water Supply Reliability . . .		Section 8.4, 8.5, 8.6, Tables 8-1, 8-4
36	Provide an estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency's water supply.	10632(b)	Water Supply Reliability . . .		Section 8.4.3, Table 8-3

No.	UWMP requirement ^(a)	Calif. Water Code reference	Subject ^(b)	Additional clarification	UWMP location
37	(Identify) actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.	10632(c)	Water Supply Reliability . . .		Section 8.5, Table 8-4
38	(Identify) additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.	10632(d)	Water Supply Reliability . . .		Section 8.3
39	(Specify) consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that would reduce water use, are appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.	10632(e)	Water Supply Reliability . . .		Section 8.6, Table 8-7
40	(Indicated) penalties or charges for excessive use, where applicable.	10632(f)	Water Supply Reliability . . .		Section 8.6, Tables 8-5 through 8-7
41	An analysis of the impacts of each of the actions and conditions described in subdivisions (a) to (f), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments.	10632(g)	Water Supply Reliability . . .		Section 8.8, Tables 8-8 through 8-11
42	(Provide) a draft water shortage contingency resolution or ordinance.	10632(h)	Water Supply Reliability . . .		Appendix K
43	(Indicate) a mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.	10632(i)	Water Supply Reliability . . .		Section 8.9, Table 8-12
44	Provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area	10633	System Supplies		Chapter 4, Tables 4-1, 4-2

No.	UWMP requirement ^(a)	Calif. Water Code reference	Subject ^(b)	Additional clarification	UWMP location
45	(Describe) the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.	10633(a)	System Supplies		Section 4.2.1
46	(Describe) the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	10633(b)	System Supplies		Section 4.2.1
47	(Describe) the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.	10633(c)	System Supplies		Sections 2.2.2, 4.3.1, Table 4-1
48	(Describe and quantify) the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.	10633(d)	System Supplies		Sections 4.3.2, 4.3.3
49	(Describe) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.	10633(e)	System Supplies		Sections 2.4.2, 4.3.1, 4.3.4, Tables 2-15, 4-1, 4-2
50	(Describe the) actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.	10633(f)	System Supplies		Section 4.4
51	(Provide a) plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.	10633(g)	System Supplies		Section 4.5

No.	UWMP requirement ^(a)	Calif. Water Code reference	Subject ^(b)	Additional clarification	UWMP location
52	The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.	10634	Water Supply Reliability . . .	For years 2010, 2015, 2020, 2025, and 2030	Chapter 5, Table 5-1
53	Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.	10635(a)	Water Supply Reliability . . .		Section 6.4, Tables 6-2 through 6-6
54	The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.	10635(b)	Plan Preparation		Section 1.2.1
55	Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan.	10642	Plan Preparation		Section 1.2.2, Table 1-2

No.	UWMP requirement ^(a)	Calif. Water Code reference	Subject ^(b)	Additional clarification	UWMP location
56	Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection and shall hold a public hearing thereon. Prior to the hearing, notice of the time and place of hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code. The urban water supplier shall provide notice of the time and place of hearing to any city or county within which the supplier provides water supplies. A privately owned water supplier shall provide an equivalent notice within its service area.	10642	Plan Preparation		Section 1.2.2, Table 1-2, and Notice of Public Hearing (Appendix B)
57	After the hearing, the plan shall be adopted as prepared or as modified after the hearing.	10642	Plan Preparation		Section 1.2 Table 1-2, and Resolution (Appendix B)
58	An urban water supplier shall implement its plan adopted pursuant to this chapter in accordance with the schedule set forth in its plan.	10643	Plan Preparation		
59	An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.	10644(a)	Plan Preparation		
60	Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.	10645	Plan Preparation		

Notes:

- (a) The UWMP Requirement descriptions are general summaries of what is provided in the legislation. Urban water suppliers should review the exact legislative wording prior to submitting its UWMP.
- (b) The Subject classification is provided for clarification only. It is aligned with the organization presented in Part I of this guidebook. A water supplier is free to address the UWMP Requirement anywhere with its UWMP, but is urged to provide clarification to DWR to facilitate review.

Appendix B

Public Outreach Materials



PUBLIC WORKS DEPARTMENT
Water Resources Division
251 South Hayes Avenue • Oxnard, CA 93030-6058
(805) 385-8136 • FAX (805) 385-8137

May 18, 2011

Chris Stephens, Director
Ventura County Resource Management Agency
800 S. Victoria Avenue
Ventura, CA 93009

Subject: Notification of Public Hearing for the 2010 City of Oxnard Urban Water Management Plan

Dear Mr. Stephens:

The City of Oxnard is in the process of preparing its Urban Water Management Plan (UWMP). The City is providing you with this notice pursuant to Water Code, section 10621, subdivision (b) of the Act, which requires and urban water supplier to notify any city or county within which it provides water that it is reviewing its plan and considering changes to the plan. When a draft UWMP is available for public review, a copy will be sent to you.

The Act also requires that an urban water supplier hold one public hearing before adopting a plan, in order to ensure sufficient opportunity for public feedback, input and suggestions. The public hearing is currently scheduled for the City of Oxnard City Council meeting on Tuesday, July 19, 2011, beginning at 7:00 pm. The public hearing will take place in the City of Oxnard Council Chambers located at 305 West Third Street, Oxnard, CA 93030. Following the public hearing, the UWMP is scheduled to be adopted by Oxnard City Council at the July 26, 2011 council meeting.

If you have any questions please contact me at (805) 207-1669.

Sincerely,

Anthony Emmert
Water Resources Manager



PUBLIC WORKS DEPARTMENT
Water Resources Division
251 South Hayes Avenue • Oxnard, CA 93030-6058
(805) 385-8136 • FAX (805) 385-8137

May 18, 2011

Greg Brown, Director
Community Development Department
City of Port Hueneme
250 North Ventura Road
Port Hueneme, CA 93041

Subject: Notification of Public Hearing for the 2010 City of Oxnard Urban Water
Management Plan

Dear Mr. Brown:

The City of Oxnard is in the process of preparing its Urban Water Management Plan (UWMP). The City is providing you with this notice pursuant to Water Code, section 10621, subdivision (b) of the Act, which requires and urban water supplier to notify any city or county within which it provides water that it is reviewing its plan and considering changes to the plan. When a draft UWMP is available for public review, a copy will be sent to you.

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If you have any questions please contact me at (805) 207-1669.

Sincerely,

Anthony Emmert
Water Resources Manager

Kennedy/Jenks Consultants
Engineers & Scientists

2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

11 April 2012

Ms. Susan Mulligan
Calleguas Municipal Water District
2100 Olsen Road
Thousand Oaks, CA 91360

Subject: City of Oxnard 2010 Urban Water Management Plan

Dear Ms. Mulligan:

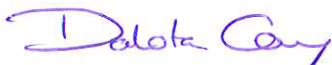
On behalf of the City of Oxnard (City), Kennedy/Jenks Consultants is pleased to present you with the Public Draft of the City's 2010 Urban Water Management Plan (UWMP) for your review.

The UWMP is currently scheduled for adoption at the City Council Meeting scheduled for May 15, 2012. Please submit any comments you may have prior to this date to Mr. Daniel Martinez at the following address:

Mr. Daniel Martinez
City Clerk
City of Oxnard
City Hall
305 West Third Street – 1st Floor, East Wing
Oxnard, CA 93030

Very truly yours,

KENNEDY/JENKS CONSULTANTS



Dakota Corey
Water Resource Planning Specialist

Kennedy/Jenks Consultants
Engineers & Scientists

2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

11 April 2012

Mr. William Seaver
Oxnard Chamber of Commerce
400 E. Esplanade Drive, Suite 302
Oxnard, CA 93036

Subject: City of Oxnard 2010 Urban Water Management Plan

Dear Mr. Seaver:

On behalf of the City of Oxnard (City), Kennedy/Jenks Consultants is pleased to present you with the Public Draft of the City's 2010 Urban Water Management Plan (UWMP) for your review.

The UWMP is currently scheduled for adoption at the City Council Meeting scheduled for May 15, 2012. Please submit any comments you may have prior to this date to Mr. Daniel Martinez at the following address:

Mr. Daniel Martinez
City Clerk
City of Oxnard
City Hall
305 West Third Street – 1st Floor, East Wing
Oxnard, CA 93030

Very truly yours,

KENNEDY/JENKS CONSULTANTS



Dakota Corey
Water Resource Planning Specialist

Kennedy/Jenks Consultants
Engineers & Scientists

2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

11 April 2012

Mr. Mike Solomon
United Water Conservation District
106 N. 8th Street
Santa Paula, CA 93060

Subject: City of Oxnard 2010 Urban Water Management Plan

Dear Mr. Solomon:

On behalf of the City of Oxnard (City), Kennedy/Jenks Consultants is pleased to present you with the Public Draft of the City's 2010 Urban Water Management Plan (UWMP) for your review.

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KENNEDY/JENKS CONSULTANTS



Dakota Corey
Water Resource Planning Specialist

Kennedy/Jenks Consultants
Engineers & Scientists

2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

11 April 2012

Ms. Lucia McGovern
City of Camarillo
601 Carmen Drive
Camarillo, CA 93010

Subject: City of Oxnard 2010 Urban Water Management Plan

Dear Ms. McGovern:

On behalf of the City of Oxnard (City), Kennedy/Jenks Consultants is pleased to present you with the Public Draft of the City's 2010 Urban Water Management Plan (UWMP) for your review.

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City Hall
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Oxnard, CA 93030

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Dakota Corey
Water Resource Planning Specialist

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Engineers & Scientists

2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

11 April 2012

Ms. Shana Epstein
Ventura Water
336 Sanjon Road
Ventura, CA 93001

Subject: City of Oxnard 2010 Urban Water Management Plan

Dear Ms. Epstein:

On behalf of the City of Oxnard (City), Kennedy/Jenks Consultants is pleased to present you with the Public Draft of the City's 2010 Urban Water Management Plan (UWMP) for your review.

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Oxnard, CA 93030

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Dakota Corey
Water Resource Planning Specialist

Kennedy/Jenks Consultants
Engineers & Scientists

2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

11 April 2012

Mr. Jared Bouchard
Channel Islands Beach Community Services District
353 Santa Monica Drive
Channel Islands Beach, CA 93035

Subject: City of Oxnard 2010 Urban Water Management Plan

Dear Mr. Bouchard:

On behalf of the City of Oxnard (City), Kennedy/Jenks Consultants is pleased to present you with the Public Draft of the City's 2010 Urban Water Management Plan (UWMP) for your review.

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City of Oxnard
City Hall
305 West Third Street – 1st Floor, East Wing
Oxnard, CA 93030

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KENNEDY/JENKS CONSULTANTS



Dakota Corey
Water Resource Planning Specialist

Kennedy/Jenks Consultants
Engineers & Scientists

2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

11 April 2012

Mr. Andres Santamaria
City of Port Hueneme
250 North Ventura Road
Port Hueneme, CA 93041

Subject: City of Oxnard 2010 Urban Water Management Plan

Dear Mr. Santamaria:

On behalf of the City of Oxnard (City), Kennedy/Jenks Consultants is pleased to present you with the Public Draft of the City's 2010 Urban Water Management Plan (UWMP) for your review.

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Mr. Daniel Martinez
City Clerk
City of Oxnard
City Hall
305 West Third Street – 1st Floor, East Wing
Oxnard, CA 93030

Very truly yours,

KENNEDY/JENKS CONSULTANTS



Dakota Corey
Water Resource Planning Specialist

Kennedy/Jenks Consultants
Engineers & Scientists

2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

11 April 2012

Ms. Sue Hughes
CEO Government Affairs
County of Ventura
800 South Victoria Avenue
Ventura, CA 93009-1940

Subject: City of Oxnard 2010 Urban Water Management Plan

Dear Ms. Hughes:

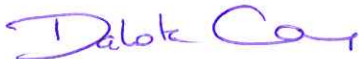
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305 West Third Street – 1st Floor, East Wing
Oxnard, CA 93030

Very truly yours,

KENNEDY/JENKS CONSULTANTS



Dakota Corey
Water Resource Planning Specialist

Kennedy/Jenks Consultants
Engineers & Scientists

2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

11 April 2012

Mr. Jeff Pratt
Public Works
County of Ventura
800 South Victoria Avenue
Ventura, CA 93009-1940

Subject: City of Oxnard 2010 Urban Water Management Plan

Dear Mr. Pratt:

On behalf of the City of Oxnard (City), Kennedy/Jenks Consultants is pleased to present you with the Public Draft of the City's 2010 Urban Water Management Plan (UWMP) for your review.

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City Clerk
City of Oxnard
City Hall
305 West Third Street – 1st Floor, East Wing
Oxnard, CA 93030

Very truly yours,

KENNEDY/JENKS CONSULTANTS



Dakota Corey
Water Resource Planning Specialist

Kennedy/Jenks Consultants
Engineers & Scientists

2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

11 April 2012

Mr. Joe Avalar
305 W. Third Street
Oxnard, CA 93030

Subject: City of Oxnard 2010 Urban Water Management Plan

Dear Mr. Avalar:

On behalf of the City of Oxnard (City), Kennedy/Jenks Consultants is pleased to present you with the Public Draft of the City's 2010 Urban Water Management Plan (UWMP) for your review.

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City Hall
305 West Third Street – 1st Floor, East Wing
Oxnard, CA 93030

Very truly yours,

KENNEDY/JENKS CONSULTANTS



Dakota Corey
Water Resource Planning Specialist

Client:

CITY OF OXNARD WATER DIVISION

Account # 143106 Ad # 304944

Phone: (805) 385-7376

Fax:

Address: 251 S HAYES AVE
OXNARD, CA 93030

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Fax: (805) 437-0065

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PO #:

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Printed By: 147412

Start Date: 04/14/2012

End Date: 05/08/2012

Nb. of 6

Publications: Ventura County Star

Web

Total Price: \$523.38

Paid Amount: \$0.00

Page 1 of 1

NOTICE OF PUBLIC HEARING

The Oxnard City Council will conduct a public hearing to consider the following matter on Tuesday, May 15, 2012, at 7:15 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers, 305 W. Third Street, Oxnard:

City of Oxnard 2010 Urban Water Management Plan, which ensures that the City gives careful consideration to water demands, water supplies, water conservation, alternative water supplies, reliability of water supplies, water quality, and has in place water shortage contingency plans. The City of Oxnard 2010 Urban Water Management Plan meets the requirements of the Urban Water Management Planning Act and amendments. The City of Oxnard 2010 Urban Water Management Plan shows that, by utilizing its multiple water sources and implementing its Groundwater Recovery Enhancement and Treatment (GREAT) Program and Water Conservation Program, the City can meet its normal and drought-year demands during the study period, 2010-2035.

At the public hearing you may appear and be heard or you may write to the City Clerk's Office at 305 West Third Street, Oxnard, California, 93030, in support of or in opposition to this matter. If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at 385-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled.

If you challenge this matter in court, you may be limited to raising only those issues that were raised at this public hearing or in written correspondence delivered to the City Clerk at or before the hearing.

Beginning at 7:00 p.m., Channel 10 will televise and broadcast the meeting at which the public hearing will be conducted. For further information, contact Anthony Emmert, Public Works Department, 305 West Third Street, 3rd Floor, East Wing, Oxnard, CA 93030 at (805) 385-8280.

Daniel Martinez, City Clerk
Publish: April 14, May 2, 8, 2012 Ad No.304944

For: Janis Synnes From: Manuel Muñoz / Vida Newspaper
RE: Legal Notice Requested. Please Confirm By Fax at 805 483-6233 By Email: vidanews@aol.com
Size: 3 Col 7.25" (3 Publications) Total Cost: \$766.68

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Daniel Martinez, City Clerk

Publication dates: VCVN April 12, May 3, 10, 2012

CITY OF
OXNARD
CALIFORNIA

From: Janis Synnes
To: Manuel Munoz
Date: 4/10/2012 11:40:57 AM
Subject: City of Oxnard Notice of Public Hearing

Mr. Munoz,

Please publish the attached Notice of Public Hearing on the following dates:

Thursday, April 12, 2012
Thursday, May 3, 2012 and
Thursday, May 10, 2012

PLEASE E-MAIL ME A PROOF AND COST PRIOR TO PUBLICATION.

Please mail one (1) original affidavit of publication to the following locations:

1. City Clerk, 305 West Third Street, 1st Floor, East Wing, Oxnard, CA 93030
2. Anthony Emmert, Public Works Administration, 305 West Third Street, 3rd Floor, East Wing, Oxnard, CA 93030

Please charge Public Works and send the invoice to Anthony Emmert, Public Works Administration, 305 West Third Street, 3rd Floor, East Wing, Oxnard, CA 93030.

Thank you for your prompt attention to this matter.

Janis Synnes
Administrative Technician
City of Oxnard
Public Works Administration
305 West Third Street
Third Floor, East Wing
Oxnard, CA 93030
Phone: (805) 385-7880
Fax: (805) 385-7907



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Daniel Martinez, City Clerk

Appendix C

Three-Party Agreement

THREE PARTY WATER SUPPLY AGREEMENT

THIS THREE PARTY WATER SUPPLY AGREEMENT ("Agreement") is made and entered into in the County of Ventura as of December 10, 2002, by and among:

THE CITY OF OXNARD ("City"), a general law city authorized to provide retail water service pursuant to the California Constitution, Article XI, section 9, and California Government Code sections 38730, *et seq.*; and

THE PORT HUENEME WATER AGENCY ("Agency"), a joint powers agency established in 1994 pursuant to California Government Code sections 6500, *et seq.*, which provides water service to its member agencies; and

The CALLEGUAS MUNICIPAL WATER DISTRICT ("District"), a municipal water district formed and operating pursuant to California Water Code sections 71000, *et seq.*, which provides wholesale water service to City and Agency;

together referred to as the "Parties," and singularly as "Party".

WHEREAS, the Parties rely on both native and imported surface and groundwater resources to provide water service to lands, people and businesses within their respective jurisdictions in Ventura County; and

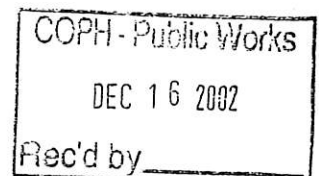
WHEREAS, Agency owns and operates the Brackish Water Reclamation Demonstration Facility (BWRDF), from which Agency obtains treated potable water for delivery to its customers; and

WHEREAS, Agency and City entered into a Water Treatment, Plant Site Facilities and Land Lease Agreement dated February 13, 1996 ("Land Lease"); and

WHEREAS, City is currently developing the design for a multi-faceted water supply program, entitled the Groundwater Recovery Enhancement And Treatment Program ("GREAT Program"), which generally includes facilities for groundwater demineralization, wastewater recycling and reuse, groundwater injection and recovery, brine disposal, and wetlands enhancement; and

WHEREAS, Agency and City entered into a Memorandum of Understanding, on or about July 2002, in which the two entities have agreed to collaborate on the development and use of GREAT Program facilities; and

WHEREAS, District will implement a new rate structure on January 1, 2003, which contains, among other things, significant peaking penalties, pursuant to which City and Agency intend to execute an aggregate purchase order ("PO") commitment; and



WHEREAS, Agency and District entered into an Imported Water Service Agreement dated February 21, 1996, as amended by a letter agreement dated March 21, 2000 (collectively the "Water Service Agreement"), through which the two entities exchanged certain commitments regarding the provision of water service to the BWRDF; and

WHEREAS, City and District entered into an Agreement for the Purchase and Lease of the Oxnard Conduit and the Lease of the Industrial Lateral dated February 13, 1996 ("Capacity Lease") which provides District with exclusive capacity rights in certain City water supply facilities that are necessary to the successful implementation of the Water Service Agreement; and

WHEREAS, through this Agreement, the Parties intend to modify certain provisions of the Water Service Agreement, and terminate the Capacity Lease to accommodate the PO and the potential City and Agency collaboration on the GREAT Program.

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT in accordance with the following provisions:

Section 1. Purpose. The purpose of this Agreement is to establish the terms and conditions through which the Parties can enter into an aggregate PO commitment under the revised District rate structure effective January 1, 2003, and facilitate the potential for collaboration on the GREAT Program. This Agreement is not intended to modify each Party's individual groundwater rights, or rights or obligations with respect to water supplies obtained from United Water Conservation District.

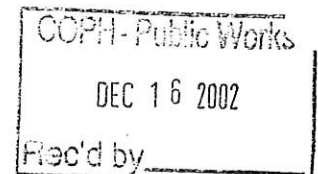
Section 2. Water Service Agreement. Except as modified below, the Water Service Agreement remains in full force and effect. The Water Service Agreement is modified as follows:

2.1. Sections 3(c)(6), 3(c)(11) and 4 are eliminated from the Water Service Agreement and Paragraphs 4 and 6 are eliminated from the March 21, 2000 letter amendment to the Water Service Agreement.

2.2. On or before January 31, 2003, Agency shall transfer to District the 700 conservation credits as required pursuant to Section 4(b) of the Water Service Agreement, for calendar year 2002.

2.3. A new Section 4 is inserted and reads as follows:

"4. Imported Water Service to Agency. District agrees to provide water service to Agency up to the downstream side of the "Oxnard No. 3" turnout and meter station which measures water delivered out of Springville Reservoir to City and Agency. Water delivered through that turnout by District will be billed to City as provided in this Agreement and the PO."



Section 3. Capacity Lease.

3.1. The Capacity Lease is terminated. In exchange for the provisions and payment set forth in Section 6 below, District relinquishes and releases to City any and all rights that may have accrued to District under the Capacity Lease. City relinquishes and releases to District any and all rights that may have accrued to City under the Capacity Lease.

3.2. City and District hereby fully, completely, finally and forever release, relinquish and discharge one another from any and all claims, actions, causes of action (whether at law or in equity), demands, rights, debts, agreements, promises, liabilities, damages, accountings, costs and expenses, whether known or unknown, suspected or unsuspected, accrued or unaccrued, of every nature whatsoever which they currently have, or may have in the future, arising directly or indirectly out of the Capacity Lease ("Released Claims").

3.3. City and District intend that this Agreement shall be effective as a full and final accord and satisfaction and release of the Released Claims. In furtherance of this intention, City and District, and each of them, acknowledge that they are familiar with Section 1542 of the California Civil Code, which provides as follows:

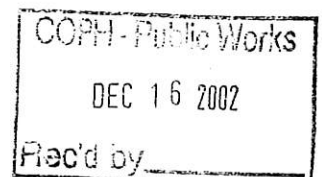
A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing a release, which, if known by him, must have materially affected his Settlement with the debtor.

3.4. City and District, and each of them, waive and relinquish all of the rights and benefits which any of them has, or may have, under Section 1542 of the California Civil Code (as well as any similar rights and benefits which they may have by virtue of any statute or rule of law in any other state or territory of the United States). City and District, and each of them, acknowledge that they may hereafter discover facts in addition to, or different from, those which they now know or believe to be true with respect to the subject matter of this Agreement and the Released Claims, but that notwithstanding the foregoing, City and District intend to fully, finally, completely and forever settle and release each, every and all Released Claims, and that in furtherance of such intention, the releases given shall be and remain in effect as full and complete general releases, notwithstanding the discovery or existence of any such additional or different facts.

Section 4. Purchase Order.

4.1. Concurrent with the execution of this Agreement, City shall execute a PO representing the aggregate needs of Agency and City. The PO to be executed shall be in the form as attached to this Agreement as Exhibit "A."

4.2. For the purpose of this Agreement, the point of delivery of District water shall be at the outlet of Springville Reservoir, unless the Parties mutually agree to an alternative location.



4.3. **Meters.** The point of metering from District to City and Agency shall be the Oxnard No. 3 Turnout and Meter Station that measures water delivered out of the Springville Reservoir. District will invoice City for water delivered through that meter. The delivery of water to City and Agency by District regardless of the nature and time of use of such water, shall be subject to the rules and regulations, including pricing of such water, as such rules are promulgated from time to time by District. The method of pricing the water delivered by District shall not be different than the method of pricing water delivered to other District customers, except that for the purposes of calculating rates and charges applicable to City and Agency, City and Agency shall be considered to be one entity.

Section 5. BWRDF Supply Lateral and Associated Facilities. In exchange for the provisions and payment set forth in Section 6 below, District quitclaims and relinquishes to City any and all rights, title and interest in the pipelines, service interconnections, and Richmond Bypass pipelines as described in Exhibit "B." City accepts District's interest in the pipelines, services connections, and Richmond Bypass pipelines described in Exhibit "B" "as-is", with all faults, as of the date of the District's quitclaim and relinquishment of such interest, and District makes no representations or warranties regarding the condition of such property.

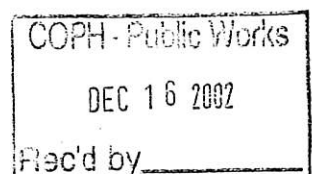
Section 6. Consideration Between City and District.

6.1. City shall pay to District four equal payments of \$616,500 (Six Hundred Sixteen Thousand Five Hundred Dollars). The first payment shall occur within 30 days of the execution of this Agreement. The second, third and final annual payments shall occur on or before July 31, in 2004, 2005, and 2006, respectively. The outstanding balance of payments shall accrue interest at an annual rate of 4.5%, starting 30 days from the execution of this Agreement.

6.2. On or before January 31, 2003, District shall transfer to City 2,400 acre-feet of Fox Canyon Groundwater Management Agency ("GMA") conservation or storage credits, as those credits are established under GMA Ordinance 8. Agency and City shall use their best efforts to cooperate and coordinate to obtain approval from the GMA of this transfer. District agrees that the credits are unique and subject to specific performance. City agrees that the credits will be used in a manner consistent with the rules and regulations of the GMA, as may be amended from time to time.

Section 7. Agency Access to Water. City shall provide Agency with access to District water under the following terms.

7.1. City shall provide Agency with District water through City's Oxnard Conduit and Industrial Lateral, and the Port Hueneme Water Agency Pipeline, which City shall dedicate to supplying the BWRDF with the same quality of water City obtains from District. City shall utilize its best efforts to provide District water to Agency at the BWRDF at not less than 90 pounds per square inch. City agrees that the provision of water in accordance with this Agreement is unique and subject to specific performance.



7.2. City shall make available District water to Agency under the same conditions and with the same reliability District makes its water available to City. Any shortage of supply from or operational limitations imposed by District on City shall be shared proportionally between City and Agency, under the same conditions the District allocates shortages among its customers.

7.3. City shall maintain meters in working order at locations mutually agreed upon between City and Agency that are capable of measuring the total water volume delivered to the BWRDF, and the rate at which water is delivered.

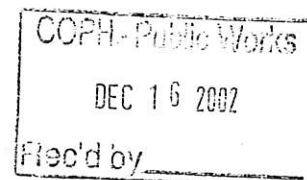
7.4. Agency and City shall use their reasonable best efforts to coordinate their operations so that neither entity causes District to impose a peaking penalty or surcharge. City shall not pass through to Agency any peaking penalty or surcharge imposed by District. To avoid triggering a District peaking penalty or surcharge, Agency acknowledges and agrees, if Agency is unable to maintain the BWRDF in normal operation or upon mutual agreement between City and Agency, City may provide Agency with potable water from City's water distribution system ("Substitute Water"), in lieu of water from District. Prior to providing Agency with Substitute Water, City shall use its reasonable best efforts to develop a mutually agreeable plan with Agency for the delivery of Substitute Water, given the then existing operational flexibility available within City's water distribution system to avoid a District peaking penalty or surcharge. City and Agency agree to use their best efforts to reduce to a minimum compromised operation of the BWRDF during high demand periods when it may be necessary for City to deliver to Agency Substitute Water to avoid the imposition of a District peaking penalty or surcharge.

7.5. Agency shall use its reasonable best efforts to minimize its instantaneous demand for District water. City shall use its reasonable best efforts to adjust City's use of alternative water supplies to buffer Agency's variable needs for District water and assist Agency in resolving any operational constraints that impact Agency's ability to maintain its instantaneous demand below 2.5 cubic feet per second ("cfs").

7.6. Agency and City shall cooperate and employ their reasonable best efforts to develop any operational plans and supporting agreements that allow both entities to maximize the efficient use of their aggregated access to District water and interconnections between City and Agency water supply facilities.

7.7. City shall bill Agency at the same frequency City is billed by District. City shall bill Agency for the volume of District water delivered at the then existing District Tier 1 Supply Rate for its cumulative purchases up to 3,262.5 acre-feet per year. Any additional purchases shall be billed and payable at the then existing District Tier 2 Supply Rate. In the event the City provides Agency with Substitute Water as referred to in Section 7.4 above, City shall bill Agency at the then current cost of the Substitute Water delivered to Agency.

7.8. Agency's share of the Capacity Reservation Charge shall be 2.5 cfs, and shall be billed and payable over the same period as charged by District to City.



7.9. Agency shall remit payment to City within 45 days of receipt of any invoice. Agency may dispute any item of the invoice by withholding payment for that disputed charge and providing notice to City of the nature of the dispute, within 30 days of the receipt of the invoice. Agency shall not withhold payment of any undisputed item. If the City and Agency cannot resolve the dispute informally, the Parties shall resolve it as provided in section 9.10.

7.10. On or before January 31 of each year, beginning in 2004, Agency shall transfer to City annually a total of 700 acre-feet of conservation credits and/or municipal/industrial pumping allocation provided through GMA for the term of this Agreement. In the event that City fails to provide water to Agency pursuant to the terms of this Agreement, Agency has no obligation to transfer any conservation credits and/or municipal/industrial pumping allocation. Agency and City shall use their best efforts to cooperate and coordinate to obtain approval from the GMA of this annual transfer. Agency agrees that the conservation credits and pumping allocation are unique and subject to specific performance.

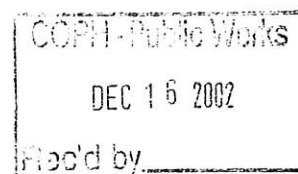
7.11. All meters used to measure water service shall be of standard manufacture, and maintained, repaired, calibrated and read by the owning entity, at its expense. In the event any meter fails to register (or registers incorrectly) the service furnished, the Parties shall agree upon the length of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors.

7.12. Any meter that registered not more than 3% slow or fast shall be deemed correct. Meters shall be read at periodic intervals of approximately 30 days. All billings based on meter readings of less than 30 days shall be prorated accordingly. Meters shall be periodically inspected and tested at intervals not exceeding two years. Each Party to this Agreement has the right to have its representatives present during the inspection and test.

7.13. Upon written request, each Party shall make additional tests of any or all such meters in the presence of the other Party's representatives. The cost of such additional tests shall be borne by the requesting Party if the percentage of error is found not to be more than 3% slow or fast. No meter shall be placed in service or allowed to remain in service that has an error in registration in excess of 3% under normal operating conditions.

7.14. Agency shall provide City reasonable advance notice regarding any material changes anticipated in the volume or characteristics of the water service required by Agency. Agency and City agree to renegotiate Agency's share of District's Capacity Reservation Charge established in Section 7.8, if Agency's instantaneous peak demand equals or exceeds 10 cfs in any three of five consecutive years during the term of this Agreement.

Section 8. Term. This Agreement shall remain in full force and effect through June 30, 2036.



Section 9. Standard Provisions.

9.1. Recitals. The recitals stated at the beginning of this Agreement of any matters or facts shall be conclusive proof of their truthfulness, and the terms and conditions of the recitals, if any, shall be deemed a part of the Agreement.

9.2. Notices.

9.2.1. All notices, approvals, acceptances, requests, demands and other communications required or permitted, to be effective, shall be in writing and shall be delivered, either in person or by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service, to the Party to whom the notice is directed at the address as follows:

To: Agency

Port Hueneme Water Agency
Executive Director
250 North Ventura Road
Port Hueneme, California 93041

With a copies to:

City of Port Hueneme
Attn: City Manager
250 North Ventura Road
Port Hueneme, California 93041

City of Port Hueneme
Attn: City Attorney
250 North Ventura Road
Port Hueneme, California 93041

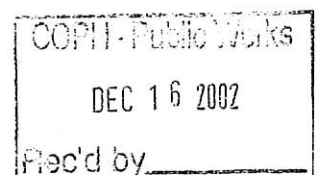
To: City

City of Oxnard
Attn: Water Superintendent
251 South Hayes
Oxnard, CA 93030

With a copies to:

City of Oxnard
Attn: City Manager
300 W. Third Street
Oxnard, CA 93030

City of Oxnard
Attn: City Attorney
300 W. Third Street
Oxnard, CA 93030



To: District

General Manager
Calleguas Municipal Water District
2100 Olsen Road
Thousand Oaks, CA 91362

With a copy to:

Douglas E. Kulper, Esq., District Counsel
Ferguson, Case, Orr Paterson
& Cunningham LLP
1050 South Kimball Road
Ventura, CA 93004

9.2.2. Any communication given by mail shall be deemed delivered two business days after such mailing date, and any written communication given by overnight delivery service shall be deemed delivered one business day after the dispatch date. Each Party may change its address by giving the other Parties written notice of its new address.

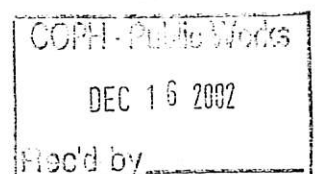
9.3. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, successors and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties or their respective heirs, successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9.4. Assignability. This Agreement shall not be assignable without the prior written consent of each of the Parties. Any attempted assignment without the approval of the Parties shall be void.

9.5. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and executed by the Party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants, or agreements contained herein, and in any documents delivered or to be delivered pursuant to this Agreement. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

9.6. Headings. The section headings contained in this Agreement are for convenience and reference only, and shall not affect the meaning or interpretation of this Agreement.

9.7. Severability. If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null, void or against policy, the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected, impaired or invalidated. The term, provision, covenant or condition that is so invalidated, voided or held to be



unenforceable shall be modified or changed by the parties to the extent possible to carry out the intentions and directives set forth in this Agreement.

9.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

9.9. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California.

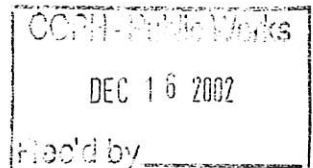
9.10. Arbitration. Any dispute not resolved informally shall be resolved through binding arbitration.

9.10.1. A single arbitrator shall conduct the arbitration. The arbitration proceedings shall be initiated immediately following written notice provided by any Party, given to the other Party(ies) in dispute. Within ten days of the written notice, the Parties in dispute shall attempt to select an arbitrator. If the Parties are unable to agree upon a mutually acceptable arbitrator within ten business days from the initiation of the arbitration proceeding, the presiding judge of the Ventura County Superior Court shall select a neutral arbitrator. The arbitrator shall be a lawyer, judicial officer, or retired judge with expertise in deciding disputes and interpreting contracts. Prior to the commencement of the arbitration proceedings, the appointed arbitrator shall take an oath of impartiality. The Parties shall use their reasonable best efforts to have the arbitration proceeding concluded within 120 days of the selection of the arbitrator.

9.10.2. In rendering a decision, the arbitrator shall determine the rights and obligations of the Parties according to the substantive and procedural laws of California and the responsibilities of the Parties in the context of this Agreement. The California Code of Civil Procedure shall govern all discovery with all applicable time periods for notice and scheduling provided therein being reduced by one-half. The arbitrator may establish other discovery limitations or rules. The Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration hearing. The arbitrator shall decide all issues regarding compliance with discovery requests. The arbitration decision shall be in writing and shall specify the factual and legal bases for the decision. The arbitration decision shall be final and binding upon the Parties.

9.10.3. The costs (including, but not limited to, arbitration fees and costs, reasonable fees and expenses of counsel and expert or consultant fees and costs) incurred in the arbitration (including the costs to enforce or preserve the rights awarded) shall be borne by the Party that the decision is against, as determined by the arbitrator. If the decision is not clearly against one Party on one or more issues, each Party shall bear its own costs.

9.10.4. Where the dispute involves cost, payment or reimbursement obligations, all undisputed payments shall be made in a timely manner as provided in this Agreement. Only disputed amounts may be withheld, pending resolution through arbitration.



9.11. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action against any Party to this Agreement.

9.12. Cooperation. The Parties shall, whenever and as often as reasonably requested to do so by the requesting Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting Party to carry out the intent and purposes of this Agreement, provided that the requesting Party shall bear the costs and expense of such further instruments or documents (except that each Party shall bear its own attorneys' fees).

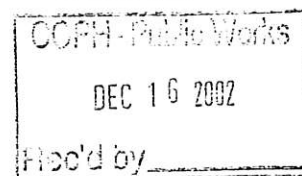
9.13. Good Faith. The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

9.14. Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any Party, as each Party has participated in the drafting of this document and had the opportunity to have its counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and all masculine shall include the feminine and neuter, and vice versa.

9.15. Several Obligations. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Each Party shall be individually and severally liable for its own obligations under this Agreement.

9.16. Authority. The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of the Agreement by any third party is not required to legally bind each Party to the terms and conditions of this Agreement.

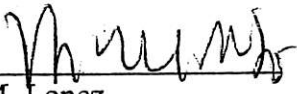
9.17. Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties, and supersedes all prior agreements and understandings, oral and written, between the Parties, except as otherwise noted. There have been no binding promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature, except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each Party waives its future right to claim, contest or assert that this



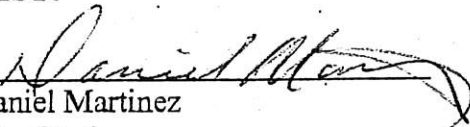
Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year and at the place first written above.

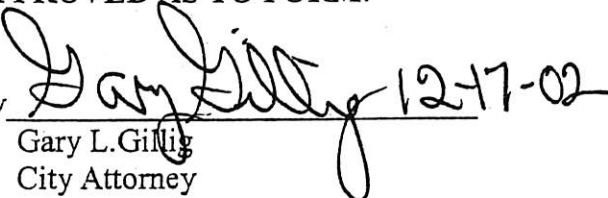
CITY OF OXNARD

By 
Dr. Manuel M. Lopez
Mayor

ATTEST:

By 
Daniel Martinez
City Clerk

APPROVED AS TO FORM:

By  12-17-02
Gary L. Gillig
City Attorney

CALLEGUAS MUNICIPAL WATER DISTRICT

By _____
Donald R. Kendall
General Manager

APPROVED AS TO FORM:

FERGUSON, CASE, ORR, PATERSON,
& CUNNINGHAM LLP

By _____
Douglas E. Kulper
District General Counsel

[Signatures continue on next page.]

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Mayor


ATTEST:

By _____
Daniel Martinez
City Clerk

APPROVED AS TO FORM:

By _____
Gary L. Gillig
City Attorney

CALLEGUAS MUNICIPAL WATER DISTRICT

By 
Donald R. Kendall
General Manager

APPROVED AS TO FORM:

FERGUSON, CASE, ORR, PATERSON,
& CUNNINGHAM LLP

By _____
Douglas E. Kulper
District General Counsel

[Signatures continue on next page.]

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CITY OF OXNARD

By _____
Dr. Manuel M. Lopez
Mayor

ATTEST:

By _____
Daniel Martinez
City Clerk

APPROVED AS TO FORM:

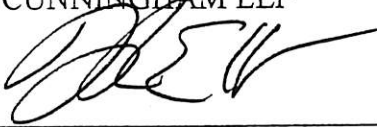
By _____
Gary L. Gillig
City Attorney

CALLEGUAS MUNICIPAL WATER DISTRICT

By _____
Donald R. Kendall
General Manager

APPROVED AS TO FORM:


FERGUSON, CASE, ORR, PATERSON,
& CUNNINGHAM LLP

By  _____
Douglas E. Kulper
District General Counsel

[Signatures continue on next page.]

PORT HUENEME WATER AGENCY

By

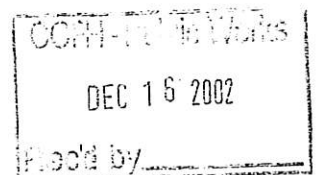

Anthony Volante
Vice Chair

APPROVED AS TO FORM:

BURKE, WILLIAMS & SORENSEN LLP

By

Mark Hensley
PHWA General Counsel



PORT HUENEME WATER AGENCY

By _____
Anthony Volante
Vice Chair

APPROVED AS TO FORM:

BURKE, WILLIAMS & SORENSEN LLP

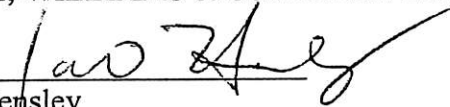
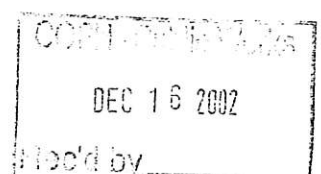
By 
Mark Hensley
PHWA General Counsel

EXHIBIT "A"

Calleguas Municipal Water District Purchase Order



**PURCHASE ORDER FOR IMPORTED WATER SUPPLY TO BE PROVIDED BY
CALLEGUAS MUNICIPAL WATER DISTRICT**

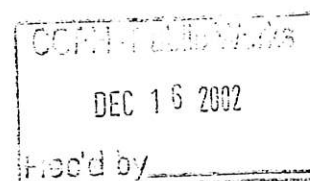
PURCHASER: CITY OF OXNARD (pursuant to the "THREE PARTY WATER SUPPLY AGREEMENT" entered into by and among the City of Oxnard, Calleguas Municipal Water District and Port Hueneme Water Agency, dated December 12, 2002).	TERM 10 years
INITIAL BASE DEMAND: 19,310.4 acre-feet	EFFECTIVE DATE: January 1, 2003
INITIAL TIER 1 ANNUAL MAXIMUM: 17,379.4 acre-feet	
PURCHASE ORDER COMMITMENT: 115,862.4 acre-feet	

Definitions of capitalized terms used in this Purchase Order are provided in Attachment 1. Terms used in this Purchase Order and not defined in Attachment 1 are defined in Metropolitan's Administrative Code.

COMMITMENT TO PURCHASE

In consideration of Purchaser's commitment to purchase System Water pursuant to this Purchase Order, Calleguas agrees to sell such System Water to Purchaser at the Tier 1 Supply Rate each year in an amount up to the Tier 1 Annual Maximum. System Water sold to Purchaser (excluding deliveries of System Water made under the Interim Agricultural Water Program and Long-term Seasonal Storage Service) in an amount greater than the Tier 1 Annual Maximum shall be sold to the Purchaser at the Tier 2 Supply Rate. In connection with the receipt of System Water, the Purchaser also agrees to pay all other applicable rates and charges, as established by Calleguas from time to time. The rates and charges applicable to System Water as of the Effective Date are shown in Attachment 2.

Purchaser agrees to purchase System Water from Calleguas during the Term in an amount (excluding deliveries of System Water, made under the Interim Agricultural Water Program and Long-term Seasonal Storage Service) not less than the Purchase Order Commitment.



Purchaser recognizes and agrees that Calleguas has relied and will, during the term of this Purchase Order, rely on this commitment by Purchaser in setting its rates and charges, planning and providing its capital facilities and developing its water supply, management and reliability programs. If Purchaser's applicable System Water purchases during the Term are less than the Purchase Order Commitment, Purchaser agrees to pay Calleguas an amount equal to the difference between the Purchase Order Commitment and Purchaser's applicable System Water purchases during the Term times the average of the Tier 1 Supply Rate in effect during the Term. The Purchaser agrees to pay such amount to Calleguas within the next regular billing cycle following the reconciliation of all certifications for special programs that the Purchaser may participate in (e.g. Interim Agricultural Water Program, Long-term Seasonal Storage Service). The Purchaser may elect to pay such amount in twelve equal monthly payments over the course of the next twelve months beginning with the first regular billing cycle following the reconciliation of all outstanding certifications for special programs. If the Purchaser elects to pay such amount over the course of the next twelve months following the regular billing cycle any outstanding balance shall bear interest at Calleguas' then current investment portfolio average yield. All other amounts payable under this Purchase Order shall be billed and paid in accordance with Ordinance 12.

RENEWAL

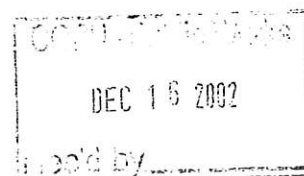
Prior to but not later than December 31, 2010, the Purchaser may provide a non-binding written notice to Calleguas of the Purchaser's determination to extend this Purchase Order. Upon the receipt of such notice, the Board of Directors of Calleguas (the "Board") shall determine whether Calleguas will continue to provide System Water to retail purveyors by Purchase Order. If the Board so determines, the Purchaser and Calleguas shall amend this Purchase Order to include an extended term and/or to include such other terms and conditions as may be mutually agreed by the parties. If the Purchaser elects not to renew this Purchase Order it will terminate upon the expiration of the Term.

WATER SERVICE

Conditions of water service by Calleguas to the Purchaser, including but not limited to (i) delivery points, (ii) water delivery schedules, and (iii) water quality, will be determined in accordance with Ordinance 12.

In accordance with its Ordinance 12, Calleguas shall use its reasonable best efforts to supply System Water in the quantities requested by the Purchaser, but is not obligated to dedicate any portion of System capacity for the conveyance, distribution, storage or treatment of System Water for the benefit of the Purchaser or any other retail purveyor. Calleguas shall use its reasonable best efforts to deliver the Base Demand when needed by the Purchaser during the Term; provided however, there shall be no default under this Purchase Order if Calleguas fails to deliver water to the Purchaser in accordance with any such schedule of deliveries during the Term.

By execution of this Purchase Order, the Purchaser recognizes and agrees that it acquires no interest in or to any portion of the System or any other Calleguas facilities, or any right to receive water delivered through the System, excepting the right to purchase up to Purchaser's Tier 1 Annual Maximum at the Tier 1 Supply Rate provided that System Water is available. This Purchase Order governs pricing of the System Water delivered to the Purchaser pursuant to this Purchase Order and does not confer any entitlement to receive System Water.



System Water provided to the Purchaser under the terms of this Purchase Order shall be subject to reduction in accordance with the shortage allocation provisions as adopted by the Board.

In the event that Calleguas' Board determines to reduce, interrupt or suspend deliveries of System Water (excluding deliveries of System Water made under the Interim Agricultural Water Program and Long-term Seasonal Storage Service) any outstanding balance of the Purchase Order Commitment at the end of the Term shall be reduced by the reduction in System Water made available to the Purchaser under this Purchase Order.

MISCELLANEOUS

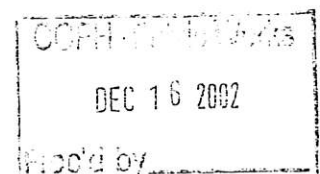
This Purchase Order will be interpreted, governed and enforced in accordance with the laws of the State of California.

This Purchase Order will apply to and bind the successors and assigns of the Purchaser and Calleguas.

No assignment or transfer of the rights of the Purchaser under this Purchase Order will be valid and effective against Calleguas or the Purchaser without the prior written consent of Calleguas and the Purchaser. In the event that a Calleguas purveyor is acquired by another Calleguas purveyor, the Purchase Order commitment of the acquiree will transfer to the acquirer.

If at any time during the Term, by reason of error in computation or other causes, there is an overpayment or underpayment to Calleguas by the Purchaser of the charges provided for under this Purchase Order, which overpayment or underpayment is not accounted for and corrected in the annual re-determination or reconciliation of said charges, the amount of such overpayment or underpayment shall be credited or debited, as the case may be, to the Purchaser. Calleguas will notify the Purchaser in writing regarding the amount of such credit or debit, as the case may be. In no case will credits or debits for charges provided for under this Purchase Order be administered beyond the limit for billing adjustments as specified in Metropolitan's Administrative Code.

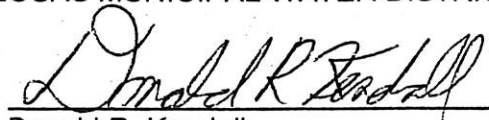
[Signatures on next page.]



. IN WITNESS WHEREOF, this Purchase Order is executed by the duly authorized officers of the Calleguas Municipal Water District and City of Oxnard, to be effective January 1, 2003.

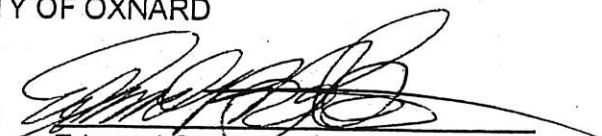
CALLEGUAS MUNICIPAL WATER DISTRICT

By:


Donald R. Kendall
General Manager


CITY OF OXNARD

By:


Edmund Sotelo
City Manager

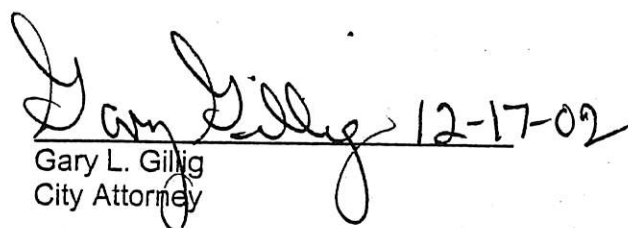
APPROVED AS TO FORM ~~AND CONTENT~~:

By:


Douglas Kulper
District General Counsel

APPROVED AS TO FORM: .

By:

 12-17-02
Gary L. Gillig
City Attorney

Attachment 1
Purchase Order for Imported Water Supplies
DEFINITIONS

"Base Demand" means the greater of (i) the Initial Base Demand or (ii) the ten-year rolling average of the Purchaser's Firm Demand, measured on a fiscal year basis.

"Calleguas" means Calleguas Municipal Water District.

"Effective Date" means the effective date of this Purchase Order as specified above.

"Firm Demand" means the Purchaser's purchases of non-surplus System Water supplies, including full-service and seasonal shift deliveries.

"Initial Base Demand" means the Purchaser's highest annual Firm Demand on Calleguas in any fiscal year during the period from fiscal year 1989/90 through fiscal year 2001/02.

"Metropolitan" means The Metropolitan Water District of Southern California.

"Purchase Order Commitment" means 60% of the initial Base Demand times 10. Deliveries of System Water made under the Agricultural Water Program and Long-term Seasonal Storage Service, will not count toward the Purchase Order Commitment.

"Purchase Order" means this Purchase Order.

"Purchaser" means the retail purveyor specified above, a duly organized [city/water district/county water authority] of the State of California.

"System" means the properties, works and facilities of Calleguas necessary for the supply, development, storage, conveyance, distribution, treatment or sale of water.

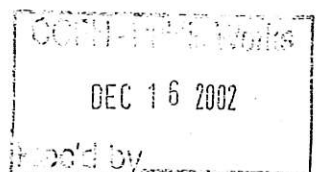
"System Water" means water supplies developed by Calleguas and delivered to the Purchaser through the System or other means (e.g. conjunctive use storage).

"Term" means the term of this Purchase Order as specified above.

"Tier 1 Annual Maximum" means an amount equal to 90% of the Base Demand.

"Tier 1 Supply Rate" means Metropolitan's per-acre-foot Tier 1 Supply Rate, as determined from time to time by Metropolitan's Board of Directors. The initial Tier 1 Rate is \$73/AF.

"Tier 2 Supply Rate" means Metropolitan's per-acre-foot Tier 2 Supply Rate, as determined from time to time by Metropolitan's Board of Directors. The initial Tier 2 Rate is \$154/AF.



Attachment 2

Purchase Order for Imported Water Supplies

Metropolitan Water District Rates and Charges (as adopted by MWD Board)	Effective January 1, 2003
Tier 1 Supply Rate (\$/af)	\$73
Tier 2 Supply Rate (\$/af)	\$154
System Access Rate (\$/af)	\$141
System Power Rate (\$/af)	\$89
Water Stewardship Rate (\$/af)	\$23
Long-term Storage Water Rate (\$/af)	\$290
Interim Agricultural Water Program (\$/af)	\$294
Treatment Surcharge (\$/af)	\$82
Readiness-to-Serve Charge (\$millions)	\$80
Capacity Reservation Charge (\$/cfs)	\$6,100
Peaking Surcharge (\$/cfs)	\$18,300

Calleguas Municipal Water District Rates and Charges (as adopted by CMWD Board)	Effective January 1, 2003
Tier 1 Supply Rate (\$/af)	\$74
Tier 2 Supply Rate (\$/af)	\$74
Long Term Seasonal Rate (\$/af)	\$74
Interim Agricultural Program Rate (\$/af)	\$74
Readiness to Serve Charge (\$) (Total for all customers)	\$2,748,490
Capacity Reservation Charge (\$/cfs)	\$19,500

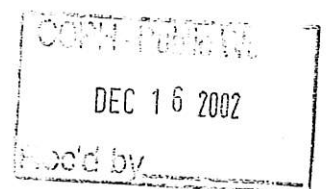
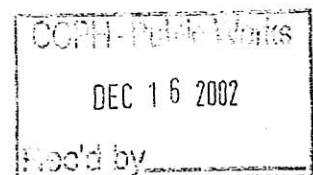


EXHIBIT "B"

Section 5 Facilities (to be transferred from District to City):

Facility Name	Location(s)	Description	District Construction Specification Number
Interconnections between City and Agency Water Systems	Three locations: Pleasant Valley Road/Rose Avenue, Harbor Boulevard/Channel Islands Boulevard, and Victoria Avenue/Channel Islands Boulevard	8-inch and 10-inch diameter water pipelines, meters, pressure regulating valves and appurtenances	377
Richmond Avenue Blending Station Bypass Pipeline	Richmond Avenue north of Wooley Road	24-inch diameter steel water pipeline, meter, valves and appurtenances	396
Port Hueneme Water Agency Pipeline	In Hueneme Road from Edison Road to the Meter Station at Agency Brackish Water Treatment Facility	24-inch diameter steel water pipeline, valves and appurtenances (a meter was added in a line valve vault the vicinity of Edison Road after the original construction)	378
Port Hueneme Water Agency Meter Station	Western Terminus of 24" pipeline at Agency Brackish Water Treatment Facility	Two meters (high and low flow) and associated instrumentation	Constructed by Agency



Appendix D

AWWA M36 Water Audit

AWWA WLCC Free Water Audit Software: Reporting Worksheet

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WAS v4.0

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Water Audit Report for: **City of Oxnard**

Reporting Year: **2008** **1/2008 - 12/2008**

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: ACRE-FEET PER YEAR

WATER SUPPLIED

<< Enter grading in column 'E'

Volume from own sources:	?	9	1,368.000	acre-ft/yr
Master meter error adjustment (enter positive value):	?	3		acre-ft/yr
Water imported:	?	10	28,489.000	acre-ft/yr
Water exported:	?	10	1,376.000	acre-ft/yr
WATER SUPPLIED:			28,481.000	acre-ft/yr

AUTHORIZED CONSUMPTION

Billed metered:	?	7	26,684.000	acre-ft/yr
Billed unmetered:	?	10	35.000	acre-ft/yr
Unbilled metered:	?	n/a		acre-ft/yr
Unbilled unmetered:	?	1	1.900	acre-ft/yr

Click here: [?](#)
for help using option
buttons below

Pcnt: ☐ Value: ☐ 1.900

Use buttons to select
percentage of water supplied
OR
value

AUTHORIZED CONSUMPTION: [?](#) 26,720.900 acre-ft/yr

WATER LOSSES (Water Supplied - Authorized Consumption) 1,760.100 acre-ft/yr

Apparent Losses

Unauthorized consumption:	?	2	0.000	acre-ft/yr
Customer metering inaccuracies:	?	7	566.000	acre-ft/yr
Systematic data handling errors:	?	6	1.000	acre-ft/yr

Pcnt: ☐ Value: ☐ 0.000

☐ ☐ 566.000

Choose this option to
enter a percentage of
billed metered
consumption. This is
NOT a default value

Apparent Losses: [?](#) 567.000

Real Losses

Real Losses = Water Losses - Apparent Losses: [?](#) 1,193.100 acre-ft/yr

WATER LOSSES: 1,760.100 acre-ft/yr

NON-REVENUE WATER

NON-REVENUE WATER: [?](#) 1,762.000 acre-ft/yr

= Total Water Loss + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains:	?	6	452.0	miles
Number of active AND inactive service connections:	?	7	38,419	
Connection density:			85	conn./mile main
Average length of customer service line:	?	10	0.0	ft (pipe length between curbstop and customer meter or property boundary)
Average operating pressure:	?	9	67.0	psi

COST DATA

Total annual cost of operating water system:	?	4		\$/Year
Customer retail unit cost (applied to Apparent Losses):	?	10	\$4.30	\$/1000 gallons (US)
Variable production cost (applied to Real Losses):	?	3	\$800.00	\$/acre-ft/yr

PERFORMANCE INDICATORS

Financial Indicators

Non-revenue water as percent by volume of Water Supplied:	6.2%
Non-revenue water as percent by cost of operating system:	
Annual cost of Apparent Losses:	\$793,719
Annual cost of Real Losses:	\$954,480

Operational Efficiency Indicators

Apparent Losses per service connection per day:	13.18	gallons/connection/day
Real Losses per service connection per day*:	27.72	gallons/connection/day
Real Losses per length of main per day*:	N/A	
Real Losses per service connection per day per psi pressure:	0.41	gallons/connection/day/psi
? Unavoidable Annual Real Losses (UARL):	200.73	million gallons/year
? Infrastructure Leakage Index (ILI) [Real Losses/UARL]:	1.94	

* only the most applicable of these two indicators will be calculated

WATER AUDIT DATA VALIDITY SCORE:

*** YOUR SCORE IS: 78 out of 100 ***

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Variable production cost (applied to Real Losses)

2: Total annual cost of operating water system

3: Unauthorized consumption

[For more information, click here to see the Grading Matrix worksheet](#)

Appendix E

FCGMA Ordinance No. 8

Ordinance No. 8.4

An Ordinance to Amend the Fox Canyon Groundwater Management Agency Ordinance Code Relating to Annual Efficiency Extraction Allocations

The Board of Directors of Fox Canyon Groundwater Management Agency hereby ordains as follows:

SECTION ONE: Findings: The Board of Directors hereby finds as follows:

- A. Under the current Ordinance Code, operators irrigating agriculturally developed land may obtain an annual efficiency extraction allocation if they can demonstrate an 80 percent overall irrigation efficiency, using a formula that takes into account evapotranspiration and effective rainfall.
- B. Applications submitted by operators for an annual efficiency extraction allocation frequently exceed 100 percent efficiency which indicates that the formula set forth in the Ordinance Code overestimates the amount of water required for irrigation and does not provide a true calculation of actual irrigation efficiency.
- C. The Agency commissioned a technical study to determine whether the formula should be updated to more accurately reflect the amount of water needed by different crops, different rates of evapotranspiration, as well as changes in crop types and irrigation practices within the Agency boundaries.
- D. The Board evaluated options presented by the technical study and selected the approach based on the ratio of actual water used to an annual irrigation allowance based on evapotranspiration for 24 crop categories, salinity management, frost protection, and reasonable distribution uniformity.
- E. In order to give operators sufficient time to adjust to the revised method for determining irrigation efficiency, the threshold for imposition of surcharges should be adjusted upward for water used during calendar year 2012.
- F. The adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, sections 15307 and 15308 which exempt actions taken for the protection of natural resources and the environment. This Ordinance will help eliminate overdraft from the aquifer systems with the boundaries of the Agency and bring the groundwater basins to safe yield.

SECTION TWO. Section 5.2.1.2 of Chapter 5.0, Reduction of Groundwater Extractions, is hereby amended to read as follows:

- 5.2.1.2 Regardless of allocation, the total water use for agricultural purposes must be at least 60 percent efficient as determined by the formula described in Section 5.6.1.2.4.

SECTION THREE: Section 5.6.1.2 of Chapter 5.0, Reduction of Groundwater Extractions, is hereby amended to read as follows:

5.6.1.2. Annual Efficiency Allocation - If an operator can demonstrate to the Executive Officer that the Irrigation Allowance Index for agriculturally developed land is 1.0 or less, an Annual Efficiency allocation shall be established for one calendar year. An Irrigation Allowance Index of 1.0 or less than 1.0 has been determined by the Agency to be reasonable on agricultural lands within the Agency's boundaries.

5.6.1.2.1 An Efficiency Allocation may be used when no historical allocation exists or when the historical allocation is not sufficient for the crop being grown. A historical allocation shall not be used in conjunction with an efficiency allocation.

5.6.1.2.2 To prove irrigation efficiency the operator must submit a detailed report covering a minimum period of the immediately preceding calendar year. This report shall be submitted to the Executive Officer no later than February 1st of the following year unless otherwise extended by the Board. The report shall include all details required in a Resolution adopted by the Board.

5.6.1.2.3 The irrigation allowance index includes an appropriate amount of water necessary to provide water for a) crop evapotranspiration, b) leaching to avoid salt build-up based on the quality of irrigation water used, c) frost protection, and d) reasonable distribution uniformity.

5.6.1.2.4 Irrigation Efficiency (I.E.) will be calculated using the following formula:

$$I.E. = \frac{[ET_o \times K_c] - ER \times 100}{\text{Actual Water Applied (inches)}}$$

Where:

ET_o is the reference evapotranspiration measured in inches.

K_c is a crop factor, which is a dimensionless number that relates water use by a given plant in comparison to ET_o.

ER is the effective rainfall measured in inches as determined by the Executive Officer utilizing the appropriate measuring equipment and methods.

5.6.1.2.5 The Irrigation Allowance Index will be calculated using the procedures set forth in a Resolution adopted by the Agency.

SECTION FOUR: For calendar year 2013 (January 1, 2013 through December 31, 2013), Section 5.8.5 of Chapter 5.0, Reduction of Groundwater Extractions, is hereby amended to read as follows:

Efficiency Surcharge - Facilities relying on the annual efficiency allocation shall also be subject to surcharge for inefficient use. The extraction allocation for efficiency is the amount of water used at an Irrigation Allowance Index (index) of 1.0 or less as defined in 5.6.1.2 of this ordinance. Extraction surcharges will be applied to the water extracted greater than index of 1.2. For example, an index of 1.3 would be subject to surcharges on the difference between the amount of water used at an index of 1.3 and the amount of water that would have been used at an index of 1.2. If the index is greater than 1.4, no efficiency allocation will be available, and the operator shall revert to a historical, baseline or to no allocation, whichever applies to that facility. Extraction surcharges would then apply to the difference between actual water used and the applicable allocation, if any. For example, a facility operating at an index greater than 1.4, with no historical or baseline allocation would be subject to surcharges on all water used.


SECTION FIVE: Effective January 1, 2014, Section 5.8.5 of Chapter 5.0, Reduction of Groundwater Extractions, is hereby amended to read as follows:

Efficiency Surcharge - Facilities relying on the annual efficiency allocation shall also be subject to surcharge for inefficient use. The extraction allocation for efficiency is the amount of water used at an Irrigation Allowance Index (index) of 1.0 or less as defined in 5.6.1.2 of this ordinance. Extraction surcharges will be applied to the water extracted greater than an index of 1.0. For example, an index of 1.1 would be subject to surcharges on the difference between the amount of water used at an index of 1.1 and the amount of water that would have been used at an index of 1.0. If the index is greater than 1.2, no efficiency allocation will be available, and the operator shall revert to a historical, baseline or to no allocation whichever applies to that facility. Extraction surcharges would then apply to the difference between actual water used and the applicable allocation, if any. For example, a facility operating at an index greater than 1.2 with no historical or baseline allocation would be subject to surcharges on all water used.

This Ordinance shall become effective on the thirty-first day after adoption.

ADOPTED this 26th day of October 2011 by the following vote:

AYES: Directors Maulhardt, Craven, Zaragoza, Kelley, and Borchard
NOES: None
ABSENT: None

By: 
Lynn Maulhardt, Chair, Board of Directors
Fox Canyon Groundwater Management
Agency

ATTEST: I hereby certify that the above is a true and correct copy of Ordinance No. 8.4

By: 
Miranda Nobriga, Clerk of the Board

Fox Canyon Groundwater Management Agency Ordinance Code

Adopted July 27, 2005
Amended October 26, 2011

CHAPTER 1.0 Definitions

As used in this code, the following terms shall have the meanings stated below:

- 1.1. **“Actual Applied Water”** – means the total water applied by the grower to the crop over the course of a calendar year without regard to the water source. Examples of actual applied water include the sum of well water, water delivered from a water supplier, and or from surface water diversions. Total applied water does not include precipitation.
- 1.2. **“Agency”** means the Fox Canyon Groundwater Management Agency.
- 1.3. **“Agency Boundary”** shall be as depicted on the map adopted by the Board and recorded as an official record with the County Recorder's Office on January 14, 2002 (Document No. 2002-0009215), and as may be adjusted as provided in the Agency's enabling legislation.
- 1.4. **“Agricultural Extraction Facility”** means a facility from which the groundwater produced is used on lands in the production of plant crops or livestock for market, and uses incidental thereto.
- 1.5. **“Annual”** means the calendar year January 1 through December 31.
- 1.6. **“Aquifer”** means a geologic formation or structure that yields water in sufficient quantities to supply pumping wells or springs. A confined aquifer is an aquifer with an overlying less permeable or impermeable layer.
- 1.7. **“Board”** means the Board of Directors of the Fox Canyon Groundwater Management Agency.
- 1.8. **“County”** means the County of Ventura.
- 1.9. **“Developed Acreage”** means that portion of a parcel within the Agency Boundary that is receiving water for reasonable and beneficial agricultural, domestic or municipal and industrial (M & I) use.
- 1.10. **“East Las Posas Basin”** That part of the former North Las Posas Basin that is east of the subsurface anomaly described by significant changes in groundwater levels, as described in the Groundwater Management Plan and located for record purposes on maps as provided in Section 1.20.
- 1.11. **“Excess Extraction”** means those extractions in excess of an operator's extraction allocation or adjusted extraction allocation.

- 1.12. **“Executive Officer”** means the individual appointed by the Board to administer Agency functions, or his/her designee.
- 1.13. **“Exempt Well Operators”** means all well operators operating extraction facilities supplying a single family dwelling on one acre or less, with no income producing operations and those operators granted an exemption by the Board.
- 1.14. **“Expansion Area”** means that portion of land beyond the outer limits of the Agency Boundary in the West, East, and South Las Posas Basins that lies between the Agency Boundary and the crest of the hill or 1.5 miles beyond the Agency Boundary as defined by Map Number Two, entitled Fox Canyon Outcrop, Las Posas Basin, 1995. .
- 1.15. **“Extraction”** means the act of obtaining groundwater by pumping or other controlled means.
- 1.16. **“Extraction Allocation”** means the amount of groundwater that may be obtained from an extraction facility during a given calendar year, before a surcharge is imposed.
- 1.17. **“Extraction Facility”** means any device or method (e.g. water well) for extraction of groundwater within a groundwater basin or aquifer.
- 1.18. **“Foreign Water”** means water imported to the County through the State Water Project facilities or other newly available water as approved by the Board, such as recycled water that would otherwise be lost to the Ocean.
- 1.19. **“Groundwater”** means water beneath the surface of the earth within the zone below the water table in which the soil is completely saturated with water.
- 1.20. **“Groundwater Basin”** means a geologically and hydrologically defined area containing one or more aquifers, which store and transmit water yielding significant quantities of water to wells. For the purposes of this Ordinance Code, groundwater basins that of which either all or a portion or portions thereof are located within the Agency Boundary include, but are not limited to the Oxnard Plain Forebay Basin, Oxnard Plain Pressure Basin, Pleasant Valley Basin, East Las Posas Basin, West Las Posas Basin, South Las Posas Basin and the Arroyo Santa Rosa Basin, as described in the Groundwater Management Plan. The boundaries of these basins are shown on maps that shall be adopted by a Resolution. Groundwater basin boundaries may be modified by a Resolution.
- 1.21. **“Groundwater Management Plan”** means the 2007 Update to the Fox Canyon Groundwater Management Plan or Board-adopted updates to this plan.
- 1.22. **“Historical Extraction”** means the average annual groundwater extraction based on the five (5) calendar years of reported extractions from 1985 through 1989 within the Agency Boundary. This average will be expressed in acre-feet per year. All historical extraction allocations became effective on January 1, 1991.

- 1.23. **“Inactive Well”** An inactive well is a well that conforms to the County Water Well Ordinance requirements for an active well, but is being held in an idle status in case of future need. Idle status means the well is pumped no more than 8 hours during any 12-month period. Inactive wells are not required to have a flowmeter. Pumping to maintain status as an active well under the County Water Well Ordinance shall not exceed 8 hours in a 12 month period, shall be for beneficial use, and shall be estimated and reported to the Agency. Prior to removing a well from idle status, the operator shall install a flowmeter in accordance with the requirements in Chapter 3 of the Ordinance Code.
- 1.24. **“Injection/Storage Program”** means any device or method for injection/storage of water into a groundwater basin or aquifer within the Agency Boundary, including a program to supply foreign water in lieu of pumping.
- 1.25. **“Las Posas Outcrop”** or **“Outcrop”** means the area of Lower Aquifer System surface exposure as defined by Map Number One, Fox Canyon Outcrop, Las Posas Basin, 1982.
- 1.26. **“May”** as used in this Ordinance Code, permits action but does not require it.
- 1.27. **“Flowmeter”** means a manufactured instrument for accurately measuring and recording the flow of water in a pipeline.
- 1.28. **“Municipal and Industrial (M & I) Provider”** means person who provides water for domestic, industrial, commercial, or fire protection purposes within the Agency Boundary.
- 1.29. **“Municipal and Industrial (M & I) Operator”** An owner or operator that supplied groundwater for M & I use during the historical allocation period and did not supply a significant amount of agricultural irrigation during the historical period.”
- 1.30. **“Municipal and Industrial (M & I) User”** means a person or other entity that used or uses water for any purpose other than agricultural irrigation.
- 1.31. **“Municipal and Industrial (M & I) Use”** means any use other than agricultural irrigation.
- 1.32. **“Non-Operating Flowmeter”** – A non-operating flowmeter includes a flowmeter that is out of calibration by plus or minus 5%, and/or a flowmeter that has not been calibrated within the flowmeter calibration schedule adopted by the Board.
- 1.33. **“Operator”** means a person who operates a groundwater extraction facility. In the event the Agency is unable to determine who operates a particular extraction facility, then “operator” shall mean the person to whom the extraction facility is assessed by the County Assessor, or, if not separately assessed, the person who owns the land upon which the extraction facility is located.
- 1.34. **“Ordinance Code”** means the Fox Canyon Groundwater Management Agency Ordinance Code.
- 1.35. **“Overdraft”** means the condition of a groundwater basin or aquifer where the average annual amount of water extracted exceeds the average annual supply of water to a basin or aquifer.

- 1.36. **“Owner”** means a person who owns a groundwater extraction facility. Ownership shall be determined by reference to whom the extraction facility is assessed by the County Assessor, or if not separately assessed, the person who owns the land upon which the extraction facility is located.
- 1.37. **“Perched”** or **“Semi-Perched Aquifer”** means the shallow, unconfined aquifer that overlies the Oxnard Aquifer in Sealing Zone III, as described in the California Department of Water Resources Bulletin No. 74-9.
- 1.38. **“Person”** includes any state or local governmental agency, private corporation, firm, partnership, individual, group of individuals, or, to the extent authorized by law, any federal agency.
- 1.39. **“Recharge”** means natural or artificial replenishment of groundwater in storage by percolation or injection of one or more sources of water.
- 1.40. **“Resolution”** means a formal statement of a decision adopted by the Board.
- 1.41. **“Safe Yield”** means the condition of groundwater basin when the total average annual groundwater extractions are equal to or less than total average annual groundwater recharge, either naturally or artificially.
- 1.42. **“Section”** as used in this Ordinance Code, is a numbered paragraph of a chapter.
- 1.43. **“Semi-Annual Groundwater Extraction Statement”** is a form filed by each operator containing the information required by Section 2.2 and 2.3.1 and shall cover the periods from January 1 to June 30 and from July 1 to December 31 annually.
- 1.44. **“Shall”** as used in this Ordinance Code, is an imperative requirement.
- 1.45. **“Well Flushing”** means the act of temporarily discharging extracted groundwater through a connection located upstream of the water distribution system at the beginning of an extraction cycle. Well flushing is typically performed until the quality of the extracted water is suitable for beneficial use and/or will not damage the distribution system. In some cases, the flushing flows may be discharged upstream of the distribution system, including the flowmeter. Flushing flows discharged upstream of the flowmeter shall be estimated and reported to the Agency in accordance with the requirements accordance with the requirements in Chapter 2 of the Ordinance Code.
- 1.46. **“Well Rehabilitation”** means the act of restoring a well to its most efficient condition by various treatments, development, or reconstruction methods. In most cases, groundwater extracted during well rehabilitation is not discharged through the extraction facility piping and, consequently, is not flowmetered. In these cases, the volume of water extracted shall be estimated and reported to the Agency in accordance with the requirements accordance in Chapter 2 of the Ordinance Code.

- 1.47. **“West Las Posas Basin”** is that part of the former North Las Posas Basin that is west of the subsurface anomaly described by significant changes in groundwater levels, as described in the Groundwater Management Plan and located for record purposes on maps as provided in Section 1.20.

CHAPTER 2.0

Registration of Wells and Levying of Charges

2.1. Registration of Wells

2.1.1. Agency Water Well Permit Requirement (No-Fee Permit) – All new extraction facilities constructed within the Agency Boundary shall obtain a no-fee permit from the Agency prior to the issuance of a well permit by the County.

2.1.2. Registration Requirement – All groundwater extraction facilities within the boundaries of the Agency shall be registered with the Agency within 30 days of the completion of drilling activities or within 30 days after notice is given to the operator of such facility. No extraction facility may be operated or otherwise utilized so as to extract groundwater within the Agency Boundary unless that facility is registered with the Agency, flowmetered and permitted, if required, and all extractions reported to the Agency as required. The operator of an extraction facility shall register his extraction facility and provide in full, the information required to complete the form provided by the Agency that includes the following:

2.1.2.1. Name and address of the operator(s).

2.1.2.2. Name and address of the owner(s) of the land upon which the extraction facility is located.

2.1.2.3. A description of the equipment associated with the extraction facility.

2.1.2.4. Location, parcel number and state well number of the water extraction facility.

2.2. **Change in Owner or Operator** - The name of the owner of each extraction facility, the parcel number on which the well is located along with the names of all operators for each extraction facility shall be reported to the Agency within 30 days upon any change of ownership or operators, together with such other information required by the Executive Officer.

2.3. **Reporting Extractions** - All extractions shall be reported to the Agency. All extractions shall be flowmetered in accordance with the requirements and methods for flowmetering extractions as specified by Chapter 3. In cases where flowmetering is not required, the volume of water extracted shall be estimated and reported to Agency. The Agency shall send a “Semi-Annual Groundwater Extraction Statement” form to each well operator on or about the first week of January and the first week of July each year. Each operator of a registered extraction facility shall enter the necessary information and return the “Semi-Annual Groundwater Extraction Statement” covering all wells they operate on or before the due date. Statements are due on or before February 1st or August 1st annually or

thirty days after the date of the letter requesting submittal of the Semi-Annual Statement for the given period. Statements shall contain the following information on forms provided by the Agency:

2.3.1. The information required under Section 2.1.2 above.

2.3.2. The method of measuring or computing groundwater extractions.

2.3.3. The crop types or other uses and the acreage served by the extraction facility.

2.3.4. Total extractions from each extraction facility in acre-feet for the proceeding six (6) month period.

2.4. Groundwater Extraction Charges

2.4.1. All persons operating groundwater extraction facilities shall pay a groundwater extraction charge for all groundwater extracted after July 1, 1993, in the amount as established by Resolution. Payments are due semi-annually, and shall accompany the statement required pursuant to Section 2.3.

2.4.2. Payments are due forty-five (45) days after the billing date, and payments not received or postmarked by such date due shall be charged interest from and after such date due until payment thereof at the rate of 1.5 percent per month, or part of month that the charge remains unpaid. Late Penalty. The operator shall pay a late penalty for any extraction charge not satisfied by the due and payable date. The late penalty shall be 1½ percent per month, or any portion thereof, of the amount of the unsatisfied extraction charge. The late penalty shall not exceed 100% of the original charge, provided the penalty is paid within 60 days of the due date. If the fee is not paid within the 60 days, the penalty will continue to accrue at 1.5 percent per month with a final maximum of 200% of the original penalty due.

2.4.3. Owners of extraction facilities are ultimately responsible for payment of pumping charges and penalties should an operator not pay. Consequently, owners are charged with providing for this liability in agreements entered into with well operators and water users.

2.5. **Collection of Delinquent Extraction Charges and Late Penalties** - The Board may order that any given extraction charge and/or late penalty shall be a personal obligation of the operator or shall be an assessment against the property on which the extraction facility is located. Such assessment constitutes a lien upon the property, which lien attaches upon recordation in the office of the County Recorder. The assessment may be collected at the same time and in the same manner as ordinary ad valorem taxes are collected, and shall be subject to the same penalties and the same procedure and sale, in case of delinquency as provided for such taxes. All laws applicable to the levy, collection and enforcement of ad valorem taxes shall be applicable to such assessment, except that if any real property to which such lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attaches thereon, prior to the date on which the first installment of such taxes would become delinquent, then the lien which would otherwise

be imposed by this section shall not attach to such real property and an assessment relating to such property shall be transferred to the unsecured roll for collection.

- 2.6. **Use of Extraction Charges and Late Penalties** - Revenues generated from extraction charges and late penalties shall be used exclusively for authorized Agency purposes, including financial assistance to support Board approved water supply, conservation, monitoring programs and water reclamation projects that demonstrate significant reductions in overdraft.

CHAPTER 3.0

Installation and Use of Flowmeters for Groundwater Extraction Facilities

3.1. Installation and Use of Flowmeters

- 3.1.1. **Installation Requirement** - Prior to extracting groundwater, the operator shall install a flowmeter. With the exception of connections used for well flushing and extraction facilities used by multiple operators, flowmeters shall be installed upstream of all connections to the main discharge line. Flowmetering is not required during well flushing and well rehabilitation; however, the volume of water extracted shall be estimated and reported to the Agency. Flowmeters are not required on inactive wells as defined in this Ordinance Code, nor are flowmeters required for extraction facilities supplying a single family dwelling on one acre or less, with no income producing operations. If more than one operator uses the same extraction facility, flowmeters shall be installed to record the water use of each operator. Well operators were required to install flowmeters on wells by July 1, 1994.
- 3.1.2. **Flowmeter Failure and Back-up Measurement Requirements** - Flowmeters occasionally fail, losing periods of record before the disabled or inaccurate meter is either replaced or repaired. When a flowmeter fails, the operator shall repair or replace the flowmeter within the timeframe specified in a separate Resolution. Flowmeter failures and associated repairs or replacements shall be reported to the Agency together with any other information required by the Executive Officer on or before the due date of the next Semi-Annual Groundwater Extraction Statement. Well operators shall be prepared to provide another acceptable method of computing extractions during these periods of flowmeter failure to avoid the loss of record on wells that require flowmetering under this Ordinance Code.
- 3.1.3. **Back-up Methods** - It is the operator's responsibility to maintain the flowmeter. Any allowable or acceptable backup measurement methods will be specified in a separate Resolution and may be changed as technology improves or changes.
- 3.1.4. **Flowmeter Readings** - Functional flowmeters shall be read and the readings reported semi-annually on the extraction statements required under Section 2.3 above.

- 3.1.5. Inspection of Flowmeters - The Agency may inspect flowmeter installations for compliance with this Ordinance Code at any reasonable time.
- 3.2. **Flowmeter Testing and Calibration** - All flowmeters shall be tested for accuracy at a frequency interval determined by the Board to meet specific measurement standards. Calibration methods and procedures approved by the Board shall be detailed in an adopted Resolution.
- 3.3. **Altering Flowmeters** - Any person who alters, removes, resets, adjusts, manipulates, obstructs, or in any manner interferes or tampers with any flowmeter affixed to any groundwater extraction facility required by this Ordinance Code, resulting in said flowmeter to improperly or inaccurately measure and record groundwater extractions, is guilty of an intentional violation of this Ordinance Code and will be subject to any and all penalties as described in Chapter 8.
- 3.4. **Costs of Testing and Calibration** - All costs incurred with flowmeter testing or calibration shall be the personal obligation of the well owner. Non-compliance with any provision of the flowmeter calibration requirements will subject the owner to financial penalties and/or liens as described below or in Chapter 8 of the Ordinance Code.
- 3.5. **Fees and Enforcement** - If any water production facility within the Agency's boundaries is used to produce water without a flowmeter or with a non-operating flowmeter in excess of the allowable timeframe specified in a separate Resolution, the Agency shall assess a Non-Metered Water Use Fee against the water production facility owner. The amount of the fee shall be calculated as follows:
- 3.5.1 Groundwater extraction facilities - The fee shall be equal to double the current groundwater extraction charge for all estimated water used. Estimates of water used shall be calculated by the operator and approved by the Executive Officer. Any delinquent extraction charge obligations shall also be charged interest at the rate of 1.5 percent per month on any unpaid balances.
- 3.6. Upon violation of any flowmeter provision, the Agency may, as allowed by law, petition the Superior Court of the County for a temporary restraining order or preliminary or permanent injunction prohibiting the well owner from operating the facility or for such other injunctive relief as may be appropriate.

CHAPTER 4.0

Protection of the Las Posas Basins

- 4.1. **This chapter has the following purpose and intent:**
- 4.1.1. To eliminate overdraft from the aquifer systems within the boundary of the East and West Las Posas basins and bring these basins to a "safe yield" condition by the year 2010.

- 4.1.2. To protect the Las Posas outcrop as a source of groundwater recharge into the East and West Las Posas basins.
- 4.1.3. To prevent groundwater quality degradation of the East and West Las Posas basins by influence from the Expansion area.
- 4.1.4. This Ordinance Code is only one means by which these goals will be met.

4.2. Anti-degradation and Extraction Prohibition

4.2.1. Extraction Facility Permits.

- 4.2.1.1. Permit Required - Prior to: (a) initiating any new or increased use of groundwater in the Expansion area, obtained from any source within the Agency including the Expansion area; or (b) constructing a new or replacement extraction facility in the East or West Las Posas basins, or the Expansion area, a permit must be obtained from the Agency as provided in this Chapter. For the purpose of this Chapter, a new or increased use is that which did not exist or occur before June 30, 1988.
- 4.2.1.2. Permit Application - Application shall be made to the Agency on the approved County Water Well Ordinance form available from the County Public Works Agency and shall include all information required by the County Well Ordinance and the following:
 - 4.2.1.2.1. Location of each water well to be used, along with the associated state well number.
 - 4.2.1.2.2. Location(s) of groundwater use, including acreage accurately plotted on copy of the County Assessor's Parcel Map.
 - 4.2.1.2.3. The proposed crop type(s) or Municipal and Industrial use(s) at each location.
 - 4.2.1.2.4. A brief description of the type of irrigation or distribution system and flowmeter to be used.
 - 4.2.1.2.5. The estimated average annual quantity of water use proposed for each location of use.
 - 4.2.1.2.6. An identification of the source of historical allocation to supply the proposed water use by the well.
 - 4.2.1.2.7. An analysis of the potential impacts on the water balance in the Las Posas Basins resulting from the proposed use(s).
- 4.2.1.3. Findings - A permit may only be granted if the Executive Officer finds that the proposed groundwater use will result in no net detriment to the East or West Las Posas Basins by determining that:

- 4.2.1.3.1. The Las Posas outcrop is not exposed to potential degradation of water quality of any type, and
- 4.2.1.3.2. Recharge to the East and West Las Posas Basins from the Las Posas outcrop is not diminished, and
- 4.2.1.3.3. Neither baseline nor efficiency allocation will be used, directly or indirectly, to support groundwater use on the Expansion Area, and (an example of indirect use is using efficiency to supply a demand inside the Agency and using the replaced historical allocation on the outcrop)
- 4.2.1.3.4. No increased or new uses of groundwater from inside the Agency Boundary will be applied on any area outside the Expansion area (or outside the East or West Las Posas boundary).
- 4.2.1.4. Permit Conditions. The Executive Officer may include in the permit granted, any conditions consistent with the purpose of this Chapter, including:
 - 4.2.1.4.1. Any proposed agricultural use shall include the installation of irrigation systems that employ irrigation best management practices consistent with then current industry standards.
 - 4.2.1.4.2. Any proposed municipal or industrial use shall include the installation of systems that employ municipal and industrial best management practices consistent with the then current industry standards.
 - 4.2.1.4.3. A permit term, not to exceed 10 years from the date of issuance.
 - 4.2.1.4.4. Mitigation, monitoring, and periodic reporting, as may be appropriate given the proposed use.

4.2.2. Permit Renewal - Permits may be renewed pursuant to the requirements of Section 4.2.1.

4.3. **Registration of Existing Uses** - The owners of groundwater wells located within the East or West Las Posas basins shall register their wells with the Agency no later than January 1, 2006, through the following procedure:

4.3.1. Registration Form - The Agency shall make available a registration form which shall be completed, and filed with the Agency for each well, which shall include the following:

- 4.3.1.1. Location(s) of all water well(s), along with the associated state well number(s) including offsite well(s) serving the proposed use. Information concerning wells shall also include any other use for the water well.
 - 4.3.1.2. Location(s) of groundwater use for the well including acreage accurately plotted on a copy of the County Assessor's Parcel Map.
 - 4.3.1.3. The proposed crop type(s) or Municipal and Industrial use(s) at each location.
 - 4.3.1.4. A brief description of the type of irrigation or distribution system and flowmeter in use.
 - 4.3.1.5. The estimated average annual quantity of water use at each location and for each well.
- 4.4. **Monitoring** - The Agency shall monitor compliance with this Chapter by reviewing County well permit applications and reported groundwater extractions and by conducting field surveys as may be necessary.
- 4.5 **Unreasonable Uses** - The Agency may commence and prosecute legal actions to enjoin unreasonable uses or methods of use of water within or without the Agency Boundary to the extent those uses or methods of use adversely affect the groundwater supply within the Agency Boundary.

CHAPTER 5.0

Reduction of Groundwater Extractions

- 5.1. **Purpose** - The purpose of this Chapter is to eliminate overdraft from the aquifer systems within the boundaries of the Agency and bring the groundwater basins to safe yield by the year 2010. It is not the purpose of this Chapter to determine or allocate water right entitlements, including those, which may be asserted pursuant to California Water Code sections 1005.1, 1005.2 or 1005.4.
- 5.2. **Extraction Allocations**
- 5.2.1. General Limitations
- 5.2.1.1. The Executive Officer shall establish an operator's extraction allocation for each extraction facility located within the Agency Boundary. The extraction allocation shall be the historical extraction as reported to the United Water Conservation District and/or to the Agency pursuant to Chapter 2 (or its successor), reduced as provided by Section 5.4, or as otherwise provided for in Section 5.6 of this Ordinance Code. An alternative allocation, either baseline or efficiency, may also be approved as explained in Sections 5.6.1.1 and 5.6.1.2. All extraction facilities have an allocation of zero unless the Executive Officer

determines otherwise. The operator may determine whether the annual allocation used shall be either a combination of baseline and historical allocation, or based on an efficiency allocation. All wells used by an operator in any given basin shall be operated on either a combination of historical and baseline or an efficiency allocation except water purveyors as approved by the Executive Officer. As explained by Section 5.6.1.2, an efficiency allocation may not be combined with either a baseline or a historical allocation. Extraction allocations may be adjusted or transferred only as provided in Section 5.3.

- 5.2.1.2. Regardless of allocation, the total water use for agricultural purposes must be at least 60 percent efficient as determined by the formula described in Section 5.6.1.2.4.
- 5.2.1.3. Where an operator operates more than one extraction facility in the same basin, the extraction allocations for the individual facilities may be combined.
- 5.2.1.4. Where there is more than one operator for any agricultural extraction facility, each operator shall be entitled to a pro rata share of the facility's historical allocation based on either usage or acreage irrigated during the historical extraction period. Such pro rata shares shall be determined by the owner of the extraction facility, and this determination shall be subject to the approval of the Executive Officer.
- 5.2.1.5. When an operator is no longer entitled to use an extraction facility, that operator is no longer entitled to any portion of the extraction allocation attributed to that extraction facility.
- 5.2.1.6. A historical allocation is assigned to an extraction facility and a baseline allocation is assigned to the land, both may be used, but neither is owned by the operator.
- 5.2.1.7. Where there is a sale or transfer of a part of the acreage served by any extraction facility, the extraction allocation for that facility shall be equitably apportioned between the real property retained and the real property transferred by the owner of the extraction facility. This apportionment shall be approved by the Executive Officer who may modify the apportionment to assure equity.
- 5.2.1.8. The name of the owner of each extraction facility, the parcel number on which the well is located along with the names of all operators for each extraction facility shall be reported to the Agency with each semi-annual statement and within 30 days of any change of ownership or operators, together with such other information required by the Executive Officer.
- 5.2.1.9. The Executive Officer may, on written request from a land owner or well operator, waive allocation requirements for the extraction of groundwater from the Perched or Semi-perched aquifer of Sealing Zone III when the

pumping of that groundwater is specifically for the purpose of lowering the water table to reduce the high water table threat to property, including the root zone of crops, or for dewatering construction sites. The Executive Officer shall require that the groundwater extraction facility used for this purpose be perforated only in the Perched or Semi-perched zone, and shall also require the landowner and/or the operator to protect the Agency from damage potentially caused by transferring water to another location.

5.2.2. General Limitations: Special Board Approval Requirements - Notwithstanding any other provisions of this Ordinance Code, the following uses of water resources associated with the aquifers within the Agency may only be undertaken with prior Board approval of and subject to the conditions and restrictions established by the Board.

5.2.2.1. Direct or indirect export of groundwater extracted from within the Agency Boundary for use outside the Agency Boundary.

5.2.2.2. The direct or indirect use of surface water or Foreign Water from within the Agency outside the Agency in a manner that may adversely affect the groundwater supply within the Agency.

5.2.2.3. Application to the Board - To obtain the approval of the Board for any use provided in Sections 5.2.2.1 and 5.2.2.2, application shall be made to the Agency describing the details of the proposed use, including all the following information:

5.2.2.3.1. The location of each water well to be used, along with the associated state well number, and/or the location of each surface diversion and a description of the associated water right.

5.2.2.3.2. Location(s) of groundwater use, including acreage, accurately plotted on copy of the County Assessor's Parcel Map.

5.2.2.3.3. The proposed crop type(s) or Municipal and Industrial use(s) at each location.

5.2.2.3.4. A brief description of the type of irrigation or distribution system and flowmeter to be used.

5.2.2.3.5. The estimated average annual quantity of water use proposed for each location of use.

5.2.2.3.6. An identification of the source of historical allocation, if any, to supply the proposed water use by the well.

5.2.2.3.7. An analysis of the potential impacts on the water balance in any Basin or Subbasin within the Agency Boundaries resulting from the proposed use(s).

5.2.2.4. Findings - The Board may approve the proposed use if, after a public hearing, it finds that the proposed use will result in no net detriment to the Basin, or any subbasin, or aquifer associated with the use, by determining that:

5.2.2.4.1. The proposed use does not result in the material degradation of water quality of any type, or

5.2.2.4.2. Recharge to any aquifer within the Agency is not materially diminished.

5.2.2.4.3. In granting approval to projects subject to this subsection, the Board may impose any conditions as may be appropriate, including limitations on the quantity of water use, term of the approval, and periodic reporting to the Agency.

5.2.3. An operator shall comply with all provisions of this Ordinance Code and Resolutions prior to receiving an extraction allocation.

5.3. Adjustments to Extraction Allocations

5.3.1. Adjustments to extraction allocations may be necessary to provide some flexibility, while still maintaining the goal of reaching a safe yield condition by the year 2010. Adjustments may be accomplished by a transfer, an assignment of historical extraction allocation, or a demonstration of a new water source.

5.3.2. Subject to the provisions in this Section 5.3, transfers of extraction allocation are authorized provided they result in no net detriment to the Basins within the Agency. In making this determination, consideration shall be given to the location of extraction facilities, the aquifer systems being used, potential groundwater quality impacts, and the overall assessment of the cumulative impacts of transfers of extraction allocation.

5.3.3. Types of Transfers of Allocation. When irrigated agricultural land(s) changes to M & I use, a basic extraction allocation of 2 acre-feet per acre shall be transferred. In addition, a historical extraction allocation shall be transferred from the agricultural extraction facility(s) operators to the M & I provider in accordance with the following conditions:

5.3.3.1. When the extraction facility is located on the land transitioning and did not serve other land during the historical allocation determination period, the M & I Operator shall receive a historical extraction allocation of 2 acre-feet per acre per year for the acreage transitioning to M & I use. Any historical allocation in excess of 2 acre-feet per acre for the land transitioning to M & I use shall be eliminated.

5.3.3.2. When the extraction facility is located on the land transitioning and served other land during the historical allocation determination period, the historical allocation associated with the transitioning property shall

be allocated on a pro rata basis by acreage to the total property served. The pro rata share for the property transitioning shall be eliminated. Two acre-feet per acre per year, based upon the acreage being transferred, shall be provided to the M & I provider.

- 5.3.3.3. When the extraction facility serving the lands transitioning is not located on the land transitioning, the Executive Officer shall determine the allocation on an equitable basis for the remaining properties not transitioning to M & I. Two acre-feet per acre per year, based upon the acreage being transferred, shall be provided to the M & I provider.
- 5.3.3.4. The transfer shall be effective upon the approval of the Executive Officer, taking into account the ongoing use of the property.
- 5.3.3.5. Allocation originating from an agricultural extraction facility shall not be transferred to an M & I use except as provided in this Section 5.3.3.
- 5.3.4. Allocation may be transferred between M & I extraction facilities provided there is no net detriment to the aquifer system. In making this determination, the Executive Officer shall, at a minimum, consider the location of extraction facilities, the aquifer system being used and groundwater quality impacts of the transfer.
- 5.3.5. Transfer of Allocation - Upon request, the Executive Officer may transfer allocation from one agricultural operator to another agricultural operator or from one M & I operator to another M & I operator provided there is no net detriment to the basins and the transfer is equitable. The transfer of allocation will be of indefinite duration, approved on a "case-by-case" basis, and the Executive Officer shall determine the rate of extraction and the point or points of extraction. Requests for the transfer of allocations shall be submitted jointly by the parties involved and shall include the specific details of their proposal. To ensure that there is no net detriment to the aquifer systems, transfers of allocation shall be subject to other conditions as approved by the Board. Transfers of allocation from Agricultural use to M & I use shall only be approved as provided by Section 5.3.3.
- 5.3.6. The Executive Officer may approve a temporary assignment of allocation from one operator to another operator when there is no net detriment to the aquifer system. The temporary assignment shall not exceed one year.
- 5.3.7. Adjustments to M & I Allocations - The Board may adjust the historical allocation of an M & I operator when that operator has supplied groundwater to either an agricultural or M & I user during the historical allocation period and discontinues service to that user. This adjustment may be made by transferring the supplied portion of the historical allocation from the M & I operator to the new user. This adjustment will avoid increased pumping due to windfall allocations that could otherwise result when the M & I operator discontinues service. To avoid retroactive inequities, where an M & I operator has discontinued service to a user prior to July 1, 2005, the amount of the supplied portion of the historical allocation may be allocated to both the M & I operator and the user.

5.3.8. Historical allocation is subject to adjustment as provided in Section 5.4 below.

5.3.9. Procedures for Adjustment

5.3.9.1. It shall be necessary for the operator of the extraction facility to file a verified Application for Adjustment with the Executive Officer.

5.3.9.2. Adjustments of extraction allocations, pursuant to the Applications for Adjustment, shall be considered for approval by the Board after reviewing the findings and recommendations of the Executive Officer and, if approved, shall be effective for the remainder of the calendar year and for all subsequent calendar years until modified by a subsequent Board approved adjustment.

5.4. **Reduction of Extraction Allocations**

5.4.1. Historical extraction allocations, adjusted or otherwise, shall be reduced in order to eliminate overdraft from the aquifer systems within the boundaries of the Agency for agricultural and M & I uses. The reductions shall be as set forth below:

1992 - 1994 extraction allocation = 95% of historical extraction, as adjusted.

1995 - 1999 extraction allocation = 90% of historical extraction, as adjusted.

2000 - 2004 extraction allocation = 85% of historical extraction, as adjusted.

2005 - 2009 extraction allocation = 80% of historical extraction, as adjusted.

After 2009 extraction allocation = 75% of historical extraction, as adjusted.

5.4.2. Following the appropriate public review, the Board may exempt historical extraction allocations from these adjustments on a basin-by-basin basis.

5.5. **Exemptions from Reductions**

5.5.1. The following types of extraction allocations are exempt from the reductions set forth in Section 5.4.1:

5.5.1.1. Baseline Extraction Allocations as set forth in 5.6.1.1.

5.5.1.2. Annual Efficiency Extraction Allocations as set forth in 5.6.1.2.

5.5.1.3. Non-metered Extraction Facilities. Reductions in extraction allocations shall not apply to those extraction facilities as identified in Chapter 3 that do not require flowmeters. Neither retroactive adjustments nor refunds will be made, except that any outstanding surcharges for non-metered extractions that existed prior to June 26, 2002 will be waived.

5.6. **Alternative Extraction Allocations**

5.6.1. As an alternative to historical extractions, the Executive Officer may establish a Baseline or an Annual Efficiency extraction allocation for an operator, as follows:

- 5.6.1.1. Baseline Extraction Allocations. If no historical extraction exists, or the historical allocation is less than one acre-foot per acre per year, a Baseline extraction allocation may be established by the Executive Officer at one acre-foot per acre per year.
- 5.6.1.1.1. A Baseline Extraction Allocation specifically applies to undeveloped acreage that is being developed and once approved shall remain with that developed acreage. A Baseline allocation may be combined with a historical allocation for commonly operated facilities in the same basin. A baseline allocation shall not be used with an efficiency allocation.
- 5.6.1.1.2. To obtain a Baseline Extraction Allocation, a detailed report must be submitted to the Executive Officer. The report shall describe the historical extraction of groundwater use, if any, during the period between the end of calendar year 1984 and the end of calendar year 1989, the type (crop type or M & I) and the amount of water use and acreage involved. The report shall include copies of Assessor's maps identifying the parcels where groundwater is presently being used. For the purpose of this ordinance, one (1) acre-foot per acre per year represents a reasonable use of water for a Baseline extraction allocation.
- 5.6.1.1.3. Application for the initial Baseline Extraction Allocation must be submitted prior to submission of the annual report of pumping. If approved, the Baseline Extraction Allocation shall apply beginning with the current calendar year.
- 5.6.1.1.4. To facilitate accounting procedures, an operator shall use Baseline Extraction Allocation before using Historical Allocation.
- 5.6.1.2. Annual Efficiency Allocation - If an operator can demonstrate to the Executive Officer that the Irrigation Allowance Index for agriculturally developed land is 1.0 or less, an Annual Efficiency allocation shall be established for one calendar year. An Irrigation Allowance Index of 1.0 or less than 1.0 has been determined by the Agency to be reasonable on agricultural lands within the Agency's boundaries.
- 5.6.1.2.1. An Efficiency Allocation may be used when no historical allocation exists or when the historical allocation is not sufficient for the crop being grown. A historical allocation shall not be used in conjunction with an efficiency allocation.
- 5.6.1.2.2. To prove irrigation efficiency the operator must submit a detailed report covering a minimum period of the immediately

preceding calendar year. This report shall be submitted to the Executive Officer no later than February 1st of the following year unless otherwise extended by the Board. The report shall include all details required in a Resolution adopted by the Board.

5.6.1.2.3. The irrigation allowance index includes an appropriate amount of water necessary to provide water for a) crop evapotranspiration, b) leaching to avoid salt build-up based on the quality of irrigation water used, c) frost protection, and d) reasonable distribution uniformity.

5.6.1.2.4 Irrigation Efficiency (I.E.) will be calculated using the following formula:

$$I.E. = \frac{[ET_o \times K_c] - ER \times 100}{\text{Actual Water Applied (inches)}}$$

Where:

ET_o is the reference evapotranspiration measured in inches.

K_c is a crop factor, which is a dimensionless number that relates water use by a given plant in comparison to ET_o.

ER is the effective rainfall measured in inches as determined by the Executive Officer utilizing the appropriate measuring equipment and methods.

5.6.1.2.5 The Irrigation Allowance Index will be calculated using the procedures set forth in a Resolution adopted by the Agency.

5.6.2. Exceptions - The Board may grant exceptions to Sections 5.6.1.1 and 5.6.1.2 on a case-by-case basis. However, individual exceptions shall not become the norm. Where agricultural efficiency cannot be measured as set forth in Section 5.6.1.2, then the most efficient practices of record for the type of agricultural use shall be the measurement of efficiency utilized by the Board in its deliberations.

5.7. Credits

5.7.1. Credits can be obtained by operators, but are not considered as extraction allocations or adjustments to extraction allocations. Credits are not subject to any reductions as set forth in Section 5.4.1. Credits, if available, shall be used to avoid paying extraction surcharges. Credits shall be accounted for through the normal reporting and accounting procedure and are carried forward from year to year. Except as provided below, credits may be transferred between commonly operated extraction facilities and within the basin where the credits were earned.

5.7.2. The Board may transfer credits between facilities that are not commonly operated within a basin or beyond the basin where such credits were earned, provided that there is no net detriment to the aquifers within the Agency. In determining whether there is no net detriment, the Board may, among other things, consider whether the transfer will help bring the aquifers within the Agency into equilibrium or whether the transfer is a part of an Agency or inter-Agency management plan or program to bring the aquifers of the Agency into balance. Also, in making this determination of no net detriment the Board may consider quality of water as well as the quantity. The transfer of credits will be of indefinite duration, approved on a "case-by-case" basis, and the Executive Officer shall determine the rate of extraction and the point or points of extraction.

5.7.2.1. Requests for the transfer of credits shall be submitted jointly by the parties involved and shall include the specific details of their proposal. To ensure that there is no net detriment to the aquifer systems, transfers of credits shall be subject to other conditions as approved by the Board. Under no circumstances shall credits earned as a result of agricultural use be transferred to an M & I Provider, M & I Operator or an M & I User unless the transfer is specifically approved by the Board and no net detriment to the aquifer systems involved can be shown. Credits earned by an M & I facility shall remain with that facility unless transferred by the Board or transferred as part of a program such as an Agency or inter-Agency management plan or program approved by the Board. The types of credits are:

5.7.2.1.1. Conservation credits - An operator can obtain conservation credits by extracting less groundwater than the historical extraction allocation. Annual Efficiency, Baseline, or an allocation assigned to an extraction facility that is not required to have a flowmeter shall not earn credits. Credits shall be determined by the Executive Officer after receipt of annual extraction data. Subsequent to determining the amount of credits earned, a confirmation shall be mailed to the operator indicating the current allocation, the groundwater extracted during the previous calendar year, and the credits or surcharges for the previous year.

5.7.2.1.2. Storage credits - An operator may obtain storage credits for water that has been determined by the Board to qualify for credits or foreign water stored, injected or spread and percolated or delivered in lieu of pumping in a Board approved injection/storage program used within the Agency Boundary. A written application for approval of a program or an injection/storage facility shall include:

5.7.2.1.2.1. Operator of proposed injection/storage program.

5.7.2.1.2.2. Purpose of proposed injection/storage program.

5.7.2.1.2.3. Location, depth, casing diameter, perforated interval and other information regarding proposed injection/extraction facilities, if applicable.

5.7.2.1.2.4. Method of operation including source, quantity and quality of water, planned scheduling of storage, injection/extraction, delivery or percolation operations and proposed use of extracted water.

5.7.2.1.2.5. Any other information deemed necessary by the Executive Officer.

5.7.3. Following Board approval of the application, successful storage, delivery or injection of water and reporting of results, an operator will obtain credit as determined by the Executive Officer.

5.8. Extraction Surcharges and Late Penalty

5.8.1. Necessity for Surcharges

5.8.1.1. Extraction surcharges are necessary to achieve safe yield from the groundwater basins within the Agency and shall be assessed annually when annual extractions exceed the historical and/or baseline allocation for a given extraction facility or the combined sum of historical allocation and baseline allocation for combined facilities. The extraction surcharge shall be fixed by the Board and shall be based upon (1) the cost to import potable water from the Metropolitan Water District of Southern California, or other equivalent water sources that can or do provide non-native water within the Agency jurisdiction; and (2) the current groundwater conditions within the Agency jurisdiction.

5.8.2. At the discretion of the Board, the extraction surcharge may be structured, tiered, and varied between basins and or aquifers.

5.8.3. The Board shall fix the surcharge by Resolution at a cost sufficiently high to discourage extraction of groundwater in excess of the approved allocation when that extraction will adversely affect achieving safe yield of any basin within the Agency and may adjust the surcharge by Resolution; provided however, that the then existing extraction surcharge shall remain in effect until adjusted by the Board.

5.8.4. Surcharge for No Allocation - In circumstances where an individual or entity extracts groundwater from a facility(s) having no valid extraction allocation, the extraction surcharge shall be applied to the entire quantity of water extracted. Imposition and acceptance of payment of the surcharge imposed on an individual or entity that extracts water from a facility(s) that holds no extraction allocation

shall not be deemed a waiver of the Agency's authority to limit or enjoin the unauthorized extractions.

- 5.8.5. For calendar year 2013 (January 1, 2013 through December 31, 2013), Section 5.8.5 of Chapter 5.0, Reduction of Groundwater Extractions, is hereby amended to read as follows:

Efficiency Surcharge - Facilities relying on the annual efficiency allocation shall also be subject to surcharge for inefficient use. The extraction allocation for efficiency is the amount of water used at an Irrigation Allowance Index (index) of 1.0 or less as defined in 5.6.1.2 of this ordinance. Extraction surcharges will be applied to the water extracted greater than index of 1.2. For example, an index of 1.3 would be subject to surcharges on the difference between the amount of water used at an index of 1.3 and the amount of water that would have been used at an index of 1.2. If the index is greater than 1.4, no efficiency allocation will be available, and the operator shall revert to a historical, baseline or to no allocation, whichever applies to that facility. Extraction surcharges would then apply to the difference between actual water used and the applicable allocation, if any. For example, a facility operating at an index greater than 1.4, with no historical or baseline allocation would be subject to surcharges on all water used.

Effective January 1, 2014, Section 5.8.5 of Chapter 5.0, Reduction of Groundwater Extractions, is hereby amended to read as follows:

Efficiency Surcharge - Facilities relying on the annual efficiency allocation shall also be subject to surcharge for inefficient use. The extraction allocation for efficiency is the amount of water used at an Irrigation Allowance Index (index) of 1.0 or less as defined in 5.6.1.2 of this ordinance. Extraction surcharges will be applied to the water extracted greater than an index of 1.0. For example, an index of 1.1 would be subject to surcharges on the difference between the amount of water used at an index of 1.1 and the amount of water that would have been used at an index of 1.0. If the index is greater than 1.2, no efficiency allocation will be available, and the operator shall revert to a historical, baseline or to no allocation whichever applies to that facility. Extraction surcharges would then apply to the difference between actual water used and the applicable allocation, if any. For example, a facility operating at an index greater than 1.2 with no historical or baseline allocation would be subject to surcharges on all water used.

5.8.6. Payment of Extraction Surcharges

- 5.8.6.1. Surcharges are assessed annually with respect to the annual allocation and shall become due and payable by the owner/operator on February 1st each year or 30 days after the date shown on the "Semi-Annual Groundwater Extraction Statement." Payments shall be made with credits, if available. The Board may extend the 30-day time allowed to pay surcharges for a period of up to twelve months when circumstances exist that in the opinion of the Board warrant such extension. The Board may also approve the payment of surcharges in installments of up to 24 months with terms suitable to the Board.

- 5.8.6.2. Late Penalty - The operator shall pay a late penalty for any extraction surcharge not satisfied by the due and payable date. The late penalty shall be 1.5 percent per month, or any portion thereof, of the amount of the unsatisfied extraction surcharge. The late penalty shall not exceed 100% of the original surcharge, provided the penalty is paid within 60 days of billing. If the fee is not paid within the 60 days, the penalty will continue to accrue at 1.5 percent per month with a final maximum of 200% of the original penalty due.
- 5.8.6.3. Collection of Delinquent Extraction Surcharges and Late Penalties - The Board may order that any given extraction surcharge and/or late penalty shall be a personal obligation of the operator or shall be an assessment against the property on which the extraction facility is located. Such assessment constitutes a lien upon the property, which lien attaches upon recordation in the office of the County Recorder. The assessment may be collected at the same time and in the same manner as ordinary ad valorem taxes are collected, and shall be subject to the same penalties and the same procedure and sale, in case of delinquency as provided for such taxes. All laws applicable to the levy, collection and enforcement of ad valorem taxes shall be applicable to such assessment, except that if any real property to which such lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attaches thereon, prior to the date on which the first installment of such taxes would become delinquent, then the lien which would otherwise be imposed by this section shall not attach to such real property and an assessment relating to such property shall be transferred to the unsecured roll for collection.
- 5.8.6.4 Use of Extraction Surcharges and Late Penalties - Revenues generated from extraction surcharges and late penalties shall be used exclusively for authorized Agency purposes, including financial assistance to support Board approved water supply, conservation, monitoring programs and water reclamation projects that demonstrate significant reductions in overdraft.

CHAPTER 6.0

Appeals

- 6.1. Any person aggrieved by a decision or determination made by the Executive Officer may appeal to the Board within forty-five (45) calendar days thereof by filing with the Clerk, or Deputy Clerk, of the Board a written request that the Board review the decision of the Executive Officer. The Board shall equitably act on the appeal within 120 days after all relevant information has been provided by the appellant.

CHAPTER 7.0

Severability

- 7.1. If any section, part, clause or phrase in this Ordinance Code is for any reason held invalid or unconstitutional, the remaining portion of this Ordinance Code shall not be affected but shall remain in full force and effect.

CHAPTER 8.0

Penalties

- 8.1. Any operator or other person who violates the provisions of this Ordinance Code is subject to the criminal and civil sanctions set forth in the Agency's enabling act and its Ordinances.
- 8.2. Any person who intentionally violates any provision of this Ordinance Code shall be guilty of an infraction and may be required to pay a fine to the Agency in an amount not to exceed five hundred dollars (\$500).
- 8.3. Any person who negligently or intentionally violates any provision of this Ordinance Code may also be liable civilly to the Agency for a sum not to exceed one thousand dollars (\$1,000) per day for each day of such violation, in addition to any other penalties that may be prescribed by law.
- 8.4. Upon the failure of any person to comply with any provision of this Ordinance Code, the Agency may petition the Superior Court for a temporary restraining order, preliminary or permanent injunction, or such other equitable relief as may be appropriate. The right to petition for injunctive relief is an additional right to those, which may be provided elsewhere in this Ordinance Code or otherwise allowed by law. The Agency may petition the Superior Court of the County to recover any sums due the Agency.

This Ordinance Code and amendments hereof shall become effective on the thirty-first day after adoption.

Appendix F

1996 Water Supply Agreement for Delivery of Water through the
Oxnard/Hueneme Pipeline

WATER SUPPLY AGREEMENT FOR DELIVERY OF WATER THROUGH THE OXNARD/HUENEME PIPELINE

This WATER SUPPLY AGREEMENT ("Agreement") is effective the 1st day of July 1996, by and between the CITY OF OXNARD, a Contractor as defined below, and UNITED WATER CONSERVATION DISTRICT, a water conservation district organized under the Water Conservation District Act of 1931 of the State of California ("United") in Ventura County California, with reference to the following facts:

FACTUAL RECITALS

This Agreement is entered into with reference to the following facts:

A. Large underground reservoirs exist within the boundaries of United. These underground reservoirs are fed by natural percolation of water into the stream beds of the District. During early development of the area, water was not taken from the underground but was diverted from surface stream flow. As the area grew more highly developed, wells were drilled and this underground source of supply began to be tapped. As more wells were drilled to meet the growing needs, more water was removed from the underground reservoirs than was annually replaced by natural means.

B. Water levels in the area began subsiding and water use was increasing to the point where there was danger of destroying the local economy. Widespread and costly litigation over water rights appeared inevitable. The inhabitants of the district decided that it was better to spend their money to build facilities for the conservation of water instead of spending it in lawsuits and consequently, in 1950, United was formed.

C. After United was formed, it developed a plan for the maximum conservation of water resources of United for the benefit of all the lands and inhabitants of the United. United's plan involved the construction of dams, and the further conservation of these waters by enhancing the natural percolation in stream beds and establishing artificial spreading grounds, thereby replenishing the natural underground reservoirs. United's plan took advantage of the bountiful wet years by conserving the waters then available, which would otherwise be lost to the sea, for use during drought.

D. The Oxnard Plain area however has presented a special problem. The underground reservoir underlying the Oxnard Plain is side by side with the Ocean and on the ocean side of the aquifer, fresh water meets and mingles with salt water. When the

water level in the underground reservoir is lowered, sea water is forced inland into the reservoir by the pressure of the Ocean. There is documented evidence of saltwater intrusion in both the Upper Aquifer System and the Lower Aquifer System beneath the Oxnard Plain. The water problem on the Oxnard Plain, therefore, is not only one of increased supply, it is also one of quality. It is necessary to keep salt water out of the underground reservoir. Thus it is necessary to use additional water conservation measures to meet the special problem of the Oxnard Plain and provide supplementary water via pipeline to the area.

E. In 1953, a bond issue was presented to the electors within United to provide funds for the construction of one dam and the Lower River distribution system including a pipeline to the Oxnard-Port Hueneme area. Simultaneous with the bond issue, United adopted a policy to enter into appropriate contracts with water users on the Oxnard Plain area for the construction of a pipeline in furtherance of its plan of water conservation. The water contracts signed under this policy established a charge for the delivery of water which was believed to be sufficient to cover costs of operation, repairs and maintenance and to repay capital costs over a forty year period.

F. The voters authorized the bond-issue and thereafter, the Santa Felicia Dam on Piru Creek and the Lower River Distribution System authorized by the bond issue were completed. During construction of the facilities, there was close contact and cooperation between United and the City of Oxnard. Design of the pipeline and booster facilities was accomplished in consultation with the City of Oxnard. The lower river distribution system, often called the Oxnard/Hueneme Pipeline system, was constructed and fully amortized during the 40 year life of the original water delivery agreements reached with water users on the Oxnard Plain.

G. The construction of the Santa Felicia Dam and the O/H Pipeline System successfully alleviated much of the overdraft existing at the time of construction. However, pumping pressures intensified and seawater intrusion advanced beneath the Oxnard Plain. In an effort to avoid adjudication of the Oxnard Plain Basin, the Fox Canyon Groundwater Management Agency (GMA) was formed. The GMA adopted a number of ordinances, placing a moratorium on certain new wells and requiring a twenty five percent (25%) cutback in pumping from historical levels over a 20 year period between 1992 and 2012.

H. United also responded to address a pumping trough created by the intensified pumping by constructing the Pumping-Trough-Pipeline over the pumping trough beneath the Oxnard Plain. Surface water was diverted from the Santa Clara River and delivered by pipeline to agricultural users to alleviate the dependence on groundwater for agricultural irrigation. In addition, the Freeman Diversion was constructed by United to

establish a permanent high river flow diversion structure in the Santa Clara River and to increase the yield of diverted water from the river by 12,500 A/F per year. Finally, United developed a pilot project to determine the feasibility of using abandoned gravel basins along the Santa Clara River for additional off-stream storage.

I. Oxnard has also addressed the groundwater problems of the Oxnard Plain by reducing its reliance on local groundwater supplies by importing some or all of its water from the State Water Project. At the same time, Oxnard has undertaken a groundwater injection program in which the City of Oxnard banks surplus State Water Project water during wet months for use during the dry summer months. Both of these projects serve to retard the saltwater intrusion and stabilize water levels for the benefit of all groundwater users.

J. The City of Port Hueneme and the Channel Islands Beach Community Services District in 1994 created a Joint Powers Agency, known as the Port Hueneme Water Agency, which would assist in meeting the GMA twenty five percent (25%) cutback in pumping allocations, move the pumping from the seawater intrusion front inland to the Montalvo Forebay to reduce seawater intrusion in the Oxnard Plain Basin, finance and develop a water treatment plant, and provide for the importation of State Water Project water. The Port Hueneme Water Agency will serve the City of Port Hueneme, Channel Islands Beach Community Services District, NCBC Port Hueneme, and NWS Point Mugu and intends to provide a blend of treated United water and State Water Project water.

K. All the projects described above are designated to address the continuing need to provide supplemental water to the Oxnard Plain. The overdraft on the Oxnard Plain continues and seawater intrusion remains an ongoing threat to the aquifers beneath the Oxnard Plain. The need continues to minimize the pumping along the sea water intrusion front and it is in the best interests of everyone on the Oxnard Plain that United continue to deliver supplemental water via the Oxnard/Hueneme Pipeline system.

AGREEMENT

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED by Contractor and United as follows:

SECTION 1. DEFINITIONS. The following terms shall, for all purposes of this Agreement, have the following meanings:

"All Contractors" shall mean all parties to this Agreement who are defined as a Contractor, a Future Contractor, or an Emergency Contractor.

"Any Contractor" shall mean a party to this Agreement who is otherwise defined as a Contractor, a Future Contractor or an Emergency Contractor.

"Capital Improvement" shall mean an improvement that: (1) increases the useful life of the asset, (2) increases the quantity of the units produced by the asset, (3) enhances the quality of the units produced, or (4) is so treated in generally accepted accounting principles for municipal accounting.

"City Service Area (CSA)" shall mean the area generally within the incorporated boundaries of the City of Oxnard and provided with retail water service by the City of Oxnard.

"Common Benefit" shall mean expenditures for improvement or maintenance projects which benefit two (2) or more Contractors or Future Contractors representing greater than twenty-five percent (25%) of the allocated peak capacity as defined in SECTION 4(a) of this Agreement and which include, but are not limited to, projects necessary to meet the requirements of SECTION 6 of this Agreement.

"Contractor" shall mean a party to this Agreement on its original date of execution, which is a recipient of Supplemental Water supplied by United and has Pipeline peak capacity as allocated in SECTION 4 of this Agreement, below. **"Contractors"** shall mean the plural of Contractor but shall not be synonymous with All Contractors.

"Emergency Contractor" shall mean a person who does not have pipeline peak capacity as allocated in SECTION 4 of this Agreement but who has an emergency need and has obtained United's approval for a connection to the pipeline for a short period (generally less than 12 months), until the emergency can be resolved.

"Fit for Human Consumption" shall mean water complying with the primary standards of the applicable federal water quality standards which are presently reflected in the regulations of Title 22 of the California Code of Regulations and 40 CFR Parts 141-143 or as they may be further modified by actions of the federal government pursuant to Congressional authorization.

"Fixed Operations and Maintenance Costs" shall mean the fixed costs incurred for operation of the pipeline, detailed in Exhibit "A", which shall be allocated and charged in proportion to peak capacity assigned to All Contractors.

"Fox Canyon Groundwater Management Agency" or "GMA" shall mean the agency created by the Fox Canyon Groundwater Management Agency Act (Act 2750 of the Water Code Uncodified Acts) to control groundwater overdraft in the aquifer systems.

"Future Contractor" shall mean a person, other than an Emergency Contractor, who enters into a water service Agreement with United, for delivery of water through the O/H Pipeline, after the effective date of this Agreement. Contractors who desire additional peak capacity, beyond that allocated by SECTION 4, shall be considered a Future Contractor with respect to additional peak capacity. "Future Contractors" shall mean the plural of Future Contractor.

"GMA Conservation Credits" shall mean earned water conservation credits as defined by GMA Ordinance No. 5, as amended.

"GMA Storage Credits" shall mean earned storage credits as defined by GMA Ordinance No. 5, as amended.

"GMA Extraction Allocation" shall mean water extraction allocations as defined by GMA Ordinance No. 5, as amended.

"Marginal Rate" shall mean the sum of the four following charges: (1) the utilities costs and the maintenance costs as defined in Exhibit A under the Variable Operation and Maintenance Costs Attributable to the O/H Pipeline; (2) twenty percent (20%) of all other variable costs, as defined in Exhibit A under the Variable Operation and Maintenance Costs Attributable to the O/H Pipeline; (3) any pump charges levied by United; and (4) any pump charges levied by the GMA. All of the above charges will be applied on an acre foot basis to the water delivered.

"Montalvo Forebay" shall mean the groundwater basin depicted in Exhibit C which is a portion of the Santa Clara River Valley as defined by California Department of Water Resources Bulletin 118.

"Municipal and Industrial", or "M&I", shall mean water used for domestic, industrial, commercial, urban, irrigation or fire protection purposes.

"Oceanview Service Area (OSA)" shall mean the area generally within the boundaries of the Oceanview Municipal Water District for which Oxnard retains the exclusive right of service of O/H Pipeline water under this Agreement although retail water service within the OSA is provided by the Oceanview Municipal Water District.

"O/H Pipeline" or "Pipeline" shall mean the water distribution system owned and operated by United, that provides Supplemental Water that is Fit for Human Consumption and that includes the El Rio Wellfield and supply manifold piping, clearwells and reservoirs, water treatment facilities, booster station, pipelines, turnouts, meters, appurtenant facilities and the underlying land.

"OH Pipeline Enterprise Fund" shall mean the fund used in the accounting records of United to track the assets, liabilities, revenues, expenses and equity of the O/H Pipeline.

"Oxnard Plain Basin" shall mean the groundwater basin established by the GMA and depicted in Exhibit B, which is a portion of the Santa Clara River Valley Basin as defined by California Department of Water Resources Bulletin 118.

"Person" shall mean any individual, partnership, association, firm, public or private corporation, public entity, investor-owned utility, mutual water company, city, county, district, trustee, receiver, the state of California or any sub-division, part or agency thereof, the United States government or a department or administrative agency thereof, to the extent authorized by law.

"Port Hueneme Water Agency" or "PHWA" shall mean the Joint Powers Agency, a separate legal entity created by the City of Port Hueneme and the Channel Islands Beach Community Services District.

"Sole Benefit" shall mean expenditures for improvement or maintenance projects which benefit: (1) a single Contractor or Future Contractor, or (2) a group of Contractors and Future Contractors representing less than twenty-five percent (25%) of the allocated peak capacity as defined in SECTION 4A of this agreement.

"Suballocation" shall mean that portion of the GMA Extraction Allocation assigned to United for its extraction of water from the Oxnard Plain Basin which is held in trust for Any or All Contractors.

"Subcredit" shall mean the GMA Conservation or Storage Credits accrued by United on the O/H Pipeline and held in trust for Any or All Contractors.

"Supplemental Water" shall mean surface water or groundwater imported from outside the Oxnard Plain Basin and flood waters that are conserved and saved within the watershed or watersheds which would otherwise have been lost or would not have reached the Oxnard Plain Basin.

"United" or "UWCD" shall mean the United Water Conservation District, Ventura County, California, organized pursuant to Division 21 of the California Water Code.

"Variable Operations and Maintenance Costs" shall mean the various variable costs incurred for operation of the pipeline detailed in Exhibit A, which shall be allocated and charged on a per unit basis for water delivered to All Contractors.

"Variable Rate" shall mean the rate, applied on an acre-foot basis, that will recover all of the variable operation and maintenance costs, as defined in Exhibit A under the Variable Operation and Maintenance Costs Attributable to the O/H Pipeline, upon delivery of seventy five percent (75%) of the Suballocation (equivalent to the 2010 Suballocation described in SECTION 7 of this Agreement. The Variable Rate shall be set prior to the beginning of the fiscal year, based on the Suballocations as they exist on April 1st in each fiscal year.

SECTION 2. PURPOSE. The purpose of this Agreement is to enable United to deliver Supplemental Water, extracted from the Montalvo Forebay, and made Fit for Human Consumption, as a source of water to All Contractors overlying the Oxnard Plain Basin. By delivering Supplemental Water through the O/H Pipeline and reducing groundwater extraction on the Oxnard Plain, overdraft in the Oxnard Plain Basin is minimized. Delivery of this Supplemental Water is intended to provide a reliable, cost-effective water supply while minimizing the adverse environmental impacts of pumping water nearer to the seawater intrusion front. The parties acknowledge that the delivery of water made by United under this Agreement is subject to the ongoing regulatory authority of the Fox Canyon Groundwater Management Agency.

SECTION 3. QUANTITY OFFERED FOR DELIVERY. United agrees to deliver to All Contractors, all of the Supplemental Water that United can deliver under its plan of operation. United is committed to providing a reliable supply of M&I water via the Pipeline which is subject to interruption only for maintenance, emergency repairs or under operation of law. All Contractors recognize, however, that during certain periods of drought, the quantity available for delivery may be temporarily reduced in proportion to their pipeline capacity from time to time. All Contractors agree to use reasonable efforts to maintain their existing alternate sources of supply, if available, for such periods when water may be unavailable from the Pipeline.

SECTION 4. DIVISION OF PIPELINE CAPACITY.

A. Division The peak capacity in the O/H Pipeline is 53.0 cubic feet per second (cfs), which United agrees to maintain as the minimum capacity as long as United determines it is feasible as supported by engineering data. However, this minimum capacity may be increased by United to meet operational demands, as permitted by the system and as supported by verifiable engineering data. The peak capacities, in cfs, presently allocated to each Contractor are as follows:

<u>Agency</u>	<u>Capacity</u>
City of Oxnard	26.75
City Service Area	21.75
Oceanview Service Area	5.00
Port Hueneme Water Agency	22.25
Dempsey Road Mutual WC	.85
Cypress Mutual WC	.40
Donlon Farms	.05
Saviers Road Mutual WC	.25
Ventura County Game Preserve	<u>(To be provided upon completion of negotiations)</u>
DelNorte	
Kings Packing	<i>with these agencies)</i>
Rio School District	1.0 (Under negotiation)
Vineyard Avenue Estates	1.35

In the event the capacity of the Pipeline is increased, the Contractors' peak capacities shall be increased, respectively, in accordance with part C(6) of this SECTION.

B. Use of Pipeline Capacity by All Contractors Each Contractor and each Future Contractor shall have the right to use its peak capacity provided in SECTION 4A above. In the event of a shortage of water in the Pipeline, the available water will be apportioned according to the percentage of available peak capacity assigned to each Contractor. United may deliver water in excess of peak capacity assigned to Any Contractor provided the delivery will not infringe upon the use of peak capacity assigned to other Contractors and Future Contractors.

C. Future Contractor Use of Pipeline Capacity United, at its sole discretion, may provide water through the Pipeline to a Future Contractor that has not been provided with Pipeline capacity pursuant to SECTION 4A above under the following terms and conditions:

(1) The delivery of water to the Future Contractor will not materially injure the rights of Any Contractor.

(2) The Future Contractor shall pay all costs of connection to the Pipeline, and shall also pay all of the cost of increasing and maintaining peak capacity above 53 CFS.

(3) The Future Contractor shall pay to United a water rate which is fifteen dollars (\$15.00) per acre foot higher than the then prevailing Variable Rate and/or Marginal Rate charged to Contractors with entitlements under this Agreement.

(4) The Future Contractor shall either transfer GMA Extraction Allocations or GMA Conservation or Storage Credits to United in an amount sufficient to cover the delivery of water through the Pipeline or, in the alternative, pay to United the maximum surcharge then imposed for water extraction under the then-applicable GMA ordinances, rules or regulations. Such transfer and any provisions for a return transfer shall be accomplished under a separate agreement between United and the Future Contractor, the terms of which shall be consistent with this Agreement. The failure of the GMA to assess United the maximum surcharge or penalty under then existing GMA ordinances shall not relieve the Future Contractor of this obligation.

(5) Revenues received by United from a Future Contractor shall be deposited into the O/H Enterprise Fund to be used to defray operating or capital expenses of the Pipeline.

(6) All peak capacity necessary to meet the needs of Future Contractors shall first be requested from Contractors. Notice of such a request shall be sent to United and forwarded to all Contractors in writing, who shall have 30 days from the date delivered to respond to such request. If more than one Contractor desires to relinquish capacity, it shall be taken from the Contractors, who wish to relinquish capacity, in proportion to their then assigned peak capacity. Each Contractor is required to retain, however, sufficient peak capacity to receive the volume of water represented by the then assigned Suballocation reserved for that Contractor and any additional GMA Extraction Allocation or GMA Conservation or Storage Credits transferred to the O/H Pipeline in accordance with SECTION 4C(4) above. If the Contractors are unwilling to transfer peak capacity to a Future Contractor, United may increase peak capacity as supported by verifiable engineering data. Any increase in peak capacity shall be divided as follows: fifty percent (50%) divided proportionally according to the then assigned proportion of peak capacity among Contractors and fifty percent (50%) apportioned to the Future Contractor. Any Contractor may decline to accept additional peak capacity, in which case, United shall either not increase the overall peak capacity by that amount or offer that amount to the other Contractors in proportion to their then assigned share of peak capacity.

(7) Future Contractors shall receive peak capacity upon their execution of this Agreement. Future Contractors shall be assigned sufficient peak capacity as determined necessary by United to provide the Future Contractor with the requested volume of water, consistent with the terms of this Agreement.

D. Transfer of Peak Capacity Allocations While recognizing that the purpose of the Pipeline is to displace pumping from the Oxnard Plain by transferring that pumping to the Montalvo Forebay region, a Contractor or Future Contractor shall have the right to transfer its

peak capacity in the Pipeline as set forth in this SECTION 4 subject to the following conditions:

(1) No other Contractor or Future Contractor shall be unreasonably subjected to increased financial risk or exposure as a result of the transfer.

(2) Once transferred, the water will be used solely within the boundaries of United, and shall not result in any detrimental effect to the Oxnard Plain Basin.

(3) Prior to any transfer, written approval of United must be obtained (except for the case outlined in this SECTION 4C(6) for the transfer itself and for all improvements or modifications to the Pipeline which may be necessary for the transferee to take delivery of water. The cost of any such improvements and modifications will be borne solely by the transferee. United will not unreasonably withhold or delay its approval if all other conditions of this SECTION are met.

E. Connection of an Emergency Contractor to the Pipeline shall be at the sole discretion of United, subject to the conditions of this Agreement. Continuation of service as an Emergency Contractor beyond a twelve (12) month period shall require approval of Contractors and Future Contractors with entitlement to at least seventy five percent (75%) of the allocated peak capacity. Peak Capacity will not be assigned to Emergency Contractors and, consequently, no allocation of Fixed Costs will occur.

SECTION 5. DELIVERY CHARGES

A. All Contractors, except Emergency Contractors, agree to pay to United their proportional share of the fixed operation and maintenance costs based on their share of the Pipeline capacity as provided in SECTION 4 above and as may be adjusted from time to time in accordance with the terms of SECTION 4C above.

B. All Contractors, including Emergency Contractors, shall pay to United the Variable Rate for the delivery of the first seventy five percent (75%) of the Suballocation (equivalent to the 2010 Suballocation described in SECTION 7 of this Agreement). Charges for deliveries in excess of seventy five percent (75%) of the Suballocation to each Contractor or Future Contractor shall be set at the Marginal Rate. If deliveries to each Contractor or Future Contractor on the O/H Pipeline fall below seventy five percent (75%) of the Suballocation in any single year the unrecovered variable costs shall be added to the fixed costs of that Contractor or Future Contractor in the next fiscal year. However, for the purpose of determining the City of Oxnard's Variable Rate and Marginal Rate for the OSA and CSA indicated in SECTION 4 above, United shall provide a separate accounting for the CSA and OSA. The City of Oxnard agrees to make payment to United for the combined billing of both service areas and shall bear the responsibility to bill for and collect all costs for water

delivered to its customers in each service area. In no event shall the separate accounting be construed to vest any rights in Oceanview MWD or to relieve the City of Oxnard from its obligations as a contractor under this Agreement.

C. If GMA allocation is transferred to the O/H Pipeline by a Future Contractor, the rate charged for delivery of this allocation shall be the Variable Rate for the first seventy five percent (75%) of the water delivered, and the Marginal Rate shall apply for the remainder of the water delivered.

D. Fixed and variable operation and maintenance costs shall be computed in accordance with the Provisions of SECTION 12 of this Agreement.

E. The Emergency Contractor shall, however, pay a rate equivalent to one hundred and fifty percent (150%) of the highest Variable or Marginal rate paid by any Contractor or Future Contractor plus fifteen dollars (\$15.00) per acre foot of water delivered.

F. Annual fixed operation and maintenance costs shall be invoiced by United in twelve (12) equal installments. The Variable Rate and/or the Marginal Rate will be billed monthly based on metered deliveries. United shall provide a separate accounting to the City of Oxnard of the fixed and variable charges for the CSA and OSA. All Contractors agree to pay United on a monthly basis as provided in SECTION 12E of this Agreement.

SECTION 6. QUALITY OF WATER DELIVERED.

A. The O/H Pipeline shall be operated in a manner which ensures delivery of water Fit for Human Consumption. All signatories to this Agreement have the reasonable expectation that the Pipeline will continue to deliver water Fit for Human Consumption for the term of the Agreement.

B. Contractors and Future Contractors with cumulative entitlement in excess of seventy five percent (75%) of the allocated peak capacity may request United to increase its level of treatment for the water delivered under this Agreement so that the water supplied by United to All Contractors satisfies one or more of the then-applicable secondary standards as defined by the California Health and Safety Code section 4023 et seq. and Title 22 of the California Code of Regulations section 64471 et seq. Upon United's receipt of this written request, United shall promptly analyze, plan, and construct any improvements necessary to provide water to All Contractors which satisfy any or all secondary standards for maximum-contaminant levels within a reasonable time. Any improvements constructed under this section shall be subject to the finance and accounting procedures set forth in SECTION 10 and 12 of this Agreement. Upon completion of required improvements, the obligation for delivery of water "Fit for Human

Consumption" shall be expanded to include compliance with any secondary standards requested by Contractors or Future Contractors under this section.

C. Contractors and Future Contractors with entitlement to seventy five percent (75%) of the allocated peak capacity may request in writing to United that the Pipeline no longer be operated in a manner which ensures delivery of water Fit for Human Consumption. United's Board shall consider such a request based upon its feasibility, its total impact upon All Contractors served by the O/H Pipeline, and existing laws and regulations. Signatories to this contract agree that those Contractors who desire to continue to receive water Fit for Human Consumption from the Pipeline shall not be unreasonably penalized by the conversion to a source which is no longer Fit for Human Consumption. Contractors and Future Contractors who desire to convert to water no longer Fit for Human Consumption agree to pay for their proportional costs, based on their assigned peak capacity, incurred to construct and make operational treatment facilities not otherwise required by those Contractors who wish to continue to receive water Fit for Human Consumption from the O/H Pipeline. This right to receive these treatment facilities shall apply only to Contractors who are assigned initial peak capacity by this Agreement and shall not apply to Future Contractors who receive peak capacity after the effective date of this Agreement. Such costs shall be the most cost effective and reasonable costs according to reliable engineering estimates and shall include, but not be limited to, additions of or improvements to treatment facilities and associated land, structures, control systems, piping and site improvements.

SECTION 7. DIVISION OF GMA EXTRACTION ALLOCATION.

A. **Division** The GMA Extraction Allocation provided to United for wells serving the Pipeline is 14,818.12 AF. This GMA Extraction Allocation is based upon actual pumping from the El Rio wellfield during the period from 1985 through 1989. Actual deliveries to Contractors through the Pipeline during the period 1985 through 1989 period as measured at each individual turnout meter, totaled 13,567.55 AF. The difference between the GMA Extraction Allocation and actual deliveries represents line loss. Any GMA conservation credits resulting from a reduction in line loss shall be divided among the Contractors as Subcredits based upon their proportion of total actual deliveries during the historical period. The GMA Allocation, expressed below in acre feet, has been reduced by five percent (5%) in 1992 and will be reduced by an additional five percent (5%) in the years 1995, 2000, 2005, and 2010. United agrees that each Contractor which received service through the Pipeline during the historical period (1985 through 1989) shall have a Suballocation, for purposes of this contract only, based on actual deliveries, as follows:

Agency	Sub- allocation	(95%) 1992	(90%) 1995	(85%) 2000	(80%) 2005	(75%) 2010
City of Oxnard	8,671.0	8,237.42	7,803.94	7,370.36	6,936.78	6,503.30
CSA	5,941.4	5,644.33	5,347.26	5,050.19	4,753.12	4,456.05
OSA	2,729.6	2,593.09	2,456.68	2,320.17	2,183.66	2,047.25
Port Hueneme Water Agency	4,612.6	4,381.97	4,151.26	3,920.71	3,690.08	3,459.45
Dempsey Mutual	194.5	184.78	175.05	165.33	155.6	145.88
Del Norte	7.2	6.84	6.48	6.12	5.76	5.40
Donlons Recharge	5.3	5.04	4.77	4.51	4.24	3.98
Kings Packing	2.3	2.19	2.07	1.96	1.84	1.73
V.C. Game Preserve	1.3	1.24	1.17	1.11	1.04	.98
Saviors Road Mutual	27.6	26.22	24.84	23.46	22.08	20.70
Cypress Mutual WD	45.90	43.61	41.31	39.02	36.72	34.43
Rio Del Valle School						

(To be provided upon completion of negotiations with these agencies)

Vineyard Avenue Estates Mutual	266.0	252.7	239.4	226.1	212.8	199.5
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B. Accounting for Suballocation Delivered. United shall establish an accounting system which will accumulate water deliveries to All Contractors on the Pipeline and compare those deliveries with the Suballocation distributed in this SECTION 7A above. To the extent that deliveries to Any Contractor in any single calendar year are less than the Suballocation, that Contractor shall accrue Subcredits for use in years when deliveries are in excess of the Suballocation. If deliveries are in excess of the Suballocation and Any Contractor has no Subcredits to apply against excess deliveries, that Contractor shall be liable for any GMA Extraction Surcharge levied on the Pipeline as outlined in this SECTION 7.

C. Deliveries in Excess of Suballocation. Deliveries in excess of the Suballocation will be allowed to the extent water is available. All Contractors receiving excess deliveries will be responsible for paying any penalties and surcharges imposed by GMA or others.

D. Allocation of GMA Extraction Surcharges All Contractors agree that surcharges assessed by the GMA represent a cost of operation of the Pipeline and should be based upon the accounting performed in accordance with SECTION 7B above and on a "first to take excess deliveries, first to pay" basis as described in the hypothetical example provided in the attached Exhibit E.

E. Establishment of Contractors' GMA Suballocation Any Contractor may establish a Suballocation or increase its Suballocation on the Pipeline by transferring GMA Allocation from wellheads owned by that Contractor to United. Such transfers shall be made through a separate agreement, in accordance with GMA Ordinances, and delivery of such increased allocation shall be subject to Peak Capacity constraints set forth in SECTION 4 above.

SECTION 8. DIVISION OF GMA CONSERVATION OR STORAGE CREDITS.

A. United shall use its best efforts to maintain its entitlement to GMA credits which are attributable to the Pipeline for the benefit of Any or All Contractors. United shall use its best efforts to obtain the greatest allocation of credits possible to the Pipeline for the benefit of Any or All Contractors.

B. The Contractors shall receive a proportional division, in the form of Subcredits, of the GMA Conservation or Storage credits previously assigned to the Pipeline by the GMA.

C. The Contractors shall accrue subsequent Subcredits obtained by the Contractors' use of less water than their Suballocation provided in SECTION 7 above.

D. To the extent United accrues GMA Storage Credits, the Contractors shall be entitled to obtain a division of these credits, as Subcredits, in proportion to their financial contribution to the costs of the activity which created the GMA Storage Credits.

E. United shall provide an annual accounting of all subcredits to All Contractors at the beginning of the fiscal year.

SECTION 9. PRIORITY OF GROUNDWATER USAGE. In recognition of the continuing threat of seawater intrusion in the Oxnard Plain Basin, All Contractors recognize the benefit of prioritizing their use of groundwater in the following manner:

A. First, from water deliveries from the Pipeline up to the amount of Any Contractor's then existing distributed Suballocation as shown in SECTION 7 above net of any GMA mandated reductions; or from water stored in an injection / extraction facility; and

B. Second, from groundwater not previously injected but extracted from Any Contractor's own wells.

SECTION 10. BUDGETING OF REVENUES AND EXPENDITURES

A. **Budgeting.** Each fiscal year United shall prepare a budget for all revenues and expenditures related to operating the pipeline. This budget will include a summary of projected water deliveries, fixed and variable costs and the projected Fixed, Variable and Marginal Rates. A preliminary draft of the budget shall be submitted to the Contractors and Future Contractors for their review by May 1st of each year. United will hold one or more noticed Finance Committee meetings, in connection with the presentation of the preliminary budget at which Any Contractor can express comments, objections or concerns. It is intended that the final budget will be adopted by United in the June Board meeting at which time unresolved concerns can also be addressed to the entire United Board of Directors. If the objections or concerns of Any Contractor are not resolved to the satisfaction of the parties involved, the parties may take the matter to dispute resolution in accordance with the terms of SECTION 18.

B. Unbudgeted Expenditures.

(1) In the event of an emergency, United shall expend O/H Pipeline Enterprise Funds as it deems necessary to preserve life or property or to minimize financial loss to the Enterprise Fund. United will use its best efforts to immediately notice All Contractors concerning the actions taken or to be taken.

(2) United may make necessary non-emergency, unbudgeted expenditures to the pipeline provided the unbudgeted expenditures do not result in any of the following impacts:

(a) An expenditure of more than ten percent (10%) of the current year's budgeted operation and maintenance expenses for the pipeline; or

(b) An interruption in water service to Any Contractor for more than 7 calendar days; or

(c) An action which will temporarily render the water delivered to Any Contractor unfit for human consumption.

(3) In the event any of these impacts will result from a non-emergency unbudgeted expenditure, United shall obtain prior written permission of All Contractors with entitlement to seventy five percent (75%) of the allocated peak capacity.

C. Cost Allocation of Budgeted and Unbudgeted Expenditures

(1) Prior to adoption of the final budget, United shall determine whether each budgeted expenditure, in excess of \$10,000, provides a Common Benefit or Sole Benefit. All budgeted expenditures shall be assumed to provide a Common Benefit unless otherwise noted.

(2) Prior to approval of non-emergency unbudgeted expenditures in excess of \$10,000, by United's Board of Directors, United shall determine whether the non-emergency unbudgeted expenditure provides a Common Benefit or Sole Benefit and shall notify All Contractors of its determination at least seven (7) days prior to the anticipated approval date.

(3) For emergency, unbudgeted expenditures in excess of \$10,000, United shall determine whether the emergency, unbudgeted expenditure provides a Common Benefit or Sole Benefit and shall notify All Contractors of its determination as soon as feasible.

(4) Cost for budgeted or unbudgeted expenditures that provide a Common Benefit shall be allocated to All Contractors, in accordance with the provisions of SECTION 5 of this Agreement.

(5) Except as provided for in SECTION 6C of this Agreement costs for budgeted or unbudgeted expenditures that provide a Sole Benefit shall be allocated only to the Contractors, Future Contractors, and Emergency Contractors that benefit from the expenditure in accordance with the provisions of SECTION 5 of this Agreement.

SECTION 11. SUBSEQUENT SALE OF WATER. All Contractors agree not to furnish any water delivered by United through the Pipeline for use outside of the boundaries of United Water Conservation District (as shown in exhibit F), except as approved in advance of any such delivery, in writing, by United.

SECTION 12. FINANCE AND ACCOUNTING.

A. United shall account for the operation of the Pipeline in an enterprise fund and all costs associated with operation and maintenance of the O/H Pipeline shall be charged to the fund.

B. Overhead is to be allocated to the fund based upon various operating criteria which are recalculated annually as part of the budgeting process. Questions about or objections to the allocation of overhead should be addressed in accordance with the procedures outlined in SECTION 10 of this Agreement. The criteria used to allocate general district overhead to the fund are: units of billing, direct labor hours, number of accounts payable transactions and fund revenue; all applied to an average overhead pool. See Exhibit D for an example of the formulas used to calculate overhead.

C. The delivery charge or rate to be paid by All Contractors for all water delivered hereunder shall be computed, determined and fixed by United in an amount reasonably estimated as sufficient to pay all costs which will accumulate to the Pipeline enterprise fund and which will then maintain agreed upon reserve levels in the ensuing fiscal year.

D. United will own, install, maintain and calibrate annually the necessary water meters to measure the amount of water delivered. All Contractors will make future connections to the Pipeline at their own expense and at locations acceptable to United. Any connection will be made and metered in a manner satisfactory to both parties.

E. United will bill, and All Contractors agree to pay, water charges on a monthly basis. In the event Any Contractor becomes delinquent in the payment of such charges, United may, at its option, refuse to make further deliveries until such amounts have been paid in full.

F. The level of cash reserves in the O/H Pipeline Enterprise Fund will be set at approximately fifty percent of the annual average of the prior three (3) years annual operations and maintenance expenditures as outlined in Exhibit A. The O/H Pipeline rates will be established on an annual basis in accordance with SECTION 5 of this Agreement to maintain reserves at this level. In the event that reserves are depleted by more than thirty percent (30%) in any fiscal year because of expenditures on an emergency or unbudgeted item, United and All Contractors agree to meet and confer about developing a plan, which may include but not be limited to temporary rate increases, surcharges, capital contributions or other reasonable methods, that will restore the reserves to the above described levels or some other level that United and Contractors or Future Contractors with cumulative entitlement of seventy five percent (75%) of the allocated peak capacity may determine. Interest income earned on the O/H Pipeline fund reserves shall remain in the fund.

(1) The City of Oxnard and the Agency accept and acknowledge that fifty percent of the annual average operations and maintenance expenditures may be insufficient to fund major improvements or to make repairs to the pipeline and facilities in the event of catastrophic emergencies.

(2) In the event that United, pursuant to SECTION 10B hereof, expends funds that completely deplete the cash reserves of the O/H Pipeline Enterprise Fund, then United shall have no further obligation to expend funds from any source for the O/H Pipeline. Upon the exhaustion or anticipated imminent exhaustion of the O/H Pipeline enterprise Fund, United shall notify the City of Oxnard and the Agency, in writing, requesting payment of the cost of unbudgeted expenses. The City of Oxnard and the Agency shall have five (5) days after delivery of the notice to respond with a written notice stating whether they will pay funds to the O/H Pipeline Enterprise Fund in their proportionate or some other greater or lesser amount of the cost of the unbudgeted expenses. The City of Oxnard and the Agency shall have thirty (30) days after delivery of the notice from United to pay the required funds to the O/H Pipeline Enterprise Fund. If the funds required to pay the unbudgeted expenses are not committed within the five (5) day period specified herein, the City of Oxnard and the Agency agree to indemnify United from and against all liabilities, expenses or damages of any kind, including, but not limited to, attorneys' fees and costs of defense, that may be incurred by United as a result of failing to expend funds, make the repairs and continue to operate the O/H Pipeline or supply water, if operation or supply is prevented, and all other matters resulting from the failure to expend funds pursuant to the provisions of SECTION 10C. If and when the full amount of the unbudgeted expenses are paid to the O/H Pipeline Enterprise Fund, United shall immediately resume its duties under this Agreement and the City of Oxnard and the Agency shall be relieved from the aforementioned indemnity obligation except to the extent that the obligation may have arisen or may later arise because of the failure of United to expend funds, make repairs, continue to operate or supply water as a result of the exhaustion or anticipated eminent exhaustion of the O/H Pipeline Enterprise fund. At the time, United, the City of Oxnard and the Agency agree to meet and confer pursuant to SECTION 18 of this Agreement to determine how and when the reserves of the O/H Pipeline Enterprise Fund are going to be restored to the level set pursuant to SECTION 12F of this Agreement.

(3) Nothing stated in this SECTION 10 or this Agreement shall be construed to obligate United to expend any funds from any source other than the O/H Pipeline Enterprise Fund.

(4) Nothing herein shall be construed as obligating the City or the Agency to provide funding as provided in SECTION 12F(2) unless Contractors and Future Contractors with cumulative entitlement in excess of seventy five percent (75%) of the allocated peak capacity determine that repairs or improvements are necessary.

(5) The City of Oxnard and the Agency acknowledge and accept that the enterprise reserve on July 1, 1996 may be less than the goal of fifty-percent annual operations and maintenance expenditures because of United's use of cash reserves which accrued under previous contracts and agreements related to the enterprise to replenish other related United financial accounts (Freeman Diversion Fund and General Fund) as a result of the City of Oxnard's failure to purchase water from United between July of 1995 and June 30, 1996. The City of Oxnard and the Agency consent to the use of the enterprise fund reserves for these purposes, provided that in years where the cumulative water purchases by All Contractors exceed their forecasted use based upon the annual, running average usage for the prior five years, the enterprise fund shall be entitled to a refund of the associated Freeman Diversion and District-wide pump charges equal to the amount created by the excess usage.

G. The rates may be changed from time to time by United in light of its experience in operating the system, determining overhead costs, maintaining adequate reserves and maintaining the water delivery system. All Contractors shall have the right to inspect United's computations in determining such charges, and upon request, United will re-compute same, provided that such request shall not be made until at least one year has passed since the latest re-computation. Disagreements in the rate setting process will be resolved per the terms of SECTION 18.

SECTION 13. NOTIFICATION FOR START OR STOP OF DELIVERIES. Under ordinary circumstances the parties will give each other forty-eight (48) hours notice in advance of the time when they wish to stop or start delivery of water. An event which may cause a material change in the quantity and quality of the water delivered under this Agreement will be immediately noticed to All Contractors.

SECTION 14. FUTURE ANNEXATIONS BY CONTRACTOR. If any area hereinafter is annexed by Any Contractor, the people or land area or industries covered by the annexation will automatically be bound by all of the terms of this contract.

SECTION 15. HOLD HARMLESS. Except in case of Any Contractor's negligence or misconduct, United agrees to hold Any Contractor harmless if United is involved in any litigation resulting from United's operations of the Pipeline to the point of delivery to that Contractor. Except in case of United's negligence or misconduct, as established by a written stipulation or agreement signed by United, or by judgment in a court of competent jurisdiction, All Contractors agree to hold United harmless if Any Contractor is involved in litigation resulting from that Contractor's operations after receiving water at said point of delivery.

SECTION 16. WATER RIGHTS AND EASEMENTS. Nothing in this Agreement shall be construed to grant, or shall confer upon Any Contractor, any rights, or easements in United's conduits, distribution systems, dams or other facilities or any right to water conserved or appropriated by means thereof except as provided herein. Nothing in this Agreement shall be construed to grant, or shall confer upon United, any rights, or easements in Any Contractor's conduits, distribution systems, dams or other facilities or appropriated by means thereof except as provided herein.

SECTION 17. TERM AND OPTION TO WITHDRAW.

A. Term The term of this Agreement shall begin on July 1, 1996 and shall automatically expire on June 30, 2036. The City of Oxnard and the Agency have the option to withdraw from the Agreement as more fully set forth in Section 17B hereof. All prior Agreements and/or amendments related to delivery of water through the O/H pipeline are superseded by this Agreement, as of July 1, 1996. The parties agree to review the terms of the contract every ten (10) years, beginning ten (10) years from the date of execution.

B. Option to Withdraw The City of Oxnard and the Agency each have the option to withdraw as a party to this Agreement effective June 30, 2016. This option is exercisable by giving written notice to United, in accordance with Section 19L, not less than twelve (12) months but not more than twenty-four (24) months prior to the effective date of withdrawal notifying United of its intention to withdraw. Failure to give notice within the permitted period of time shall cause the option to lapse. Upon exercise of the option any withdrawing party shall continue to be bound by this Agreement through the withdrawal effective date of June 30, 2016, and any withdrawing party shall remain liable, after the date of withdrawal, for all costs, charges, assessments or any other sums required to be paid by the withdrawing party that remain unpaid after the date of withdrawal. Any distribution of Suballocations or Subcredits shall be decided by the mutual agreement of United and the withdrawing party at the time of withdrawal consistent with the terms of this Agreement. The withdrawing party shall have the right to assign its peak capacity in the pipeline in accordance with the provisions of SECTION 4 of this Agreement.

SECTION 18. RESOLUTION OF DISPUTES.

A. Advisory Committee. The parties to this Agreement shall exercise best efforts to resolve disputes through the development of a consensus. An advisory committee shall be established comprised of one representative from United, one representative from Any Contractor who has more than twenty five percent (25%) of peak capacity and one additional representative who shall be selected by a vote of All Contractors with less than twenty five percent (25%) peak capacity. If such a representative cannot be selected by All Contractors with less than twenty five percent (25%) peak capacity, one shall be appointed by the other

members of the committee. This advisory committee shall be formed for the general purpose of ensuring this Agreement is being administered and implemented in accordance with the desires of United and All Contractors. The United representative shall be the Chair of the advisory committee. The Chair shall have the responsibility for scheduling all meetings required under this SECTION 18. A meeting of this committee can be requested by Any Contractor at any time.

B. **Annual Meeting.** The advisory committee shall meet annually, or as often as necessary, for the purpose of reviewing the administration and implementation of this Agreement. The advisory committee shall use best efforts to obtain consensus on the appropriate resolution of technical, administrative, financial, legal and operation issues that may arise from time to time.

C. **Dispute Resolution Procedure.** The parties to this Agreement shall submit any dispute, without limitation, related to or arising under this Agreement to the advisory committee for consideration. The party or parties raising the dispute shall be required to submit a description of the dispute in writing to the Chair. Within 14 calendar days of the Chair's receipt of the written notice, the Chair shall transmit the written notice to the other members of the advisory committee and any interested parties. The Chair shall schedule a meeting as soon as possible for the purpose of addressing the identified dispute. The Advisory committee shall convene a meeting within 30 calendar days of the Chair's receipt of the written notice of dispute and it shall use good faith and best efforts to resolve the dispute.

D. **Content of Written Notice of the Dispute.** The Notice shall provide a brief description of the nature of the dispute and any relevant background information that will assist the advisory committee in its attempt to equitably resolve the matter. The notice shall identify the party or parties that the dispute involves and the nature of the decision or relief requested.

E. **Failure of the Advisory Committee to Resolve the Dispute.** In the event that the advisory committee cannot resolve the dispute to the satisfaction of the parties to this Agreement, the parties agree that they will schedule a joint meeting of their designated elected representatives (or, if none are elected, then appointed representatives), who, after considering all of the facts, will attempt to reach consensus. Failing that, the parties may then freely pursue any remedy they may otherwise have under the law.

F. **Emergency Exception.** In cases where a dispute arising between the parties which, if unresolved, may result in imminent danger to the public, health, safety or welfare, the parties shall not be subject to the provisions of this SECTION 18.

SECTION 19. OTHER PROVISIONS.

A. Successors This Agreement is binding on and shall inure to the benefit of and be binding upon the parties hereto and their respective successors in interest as more fully set forth herein. A successor in interest shall not be entitled to receive any benefits under this Agreement until the successor agrees in writing to be bound by this Agreement. Nothing in this Agreement shall be construed to invalidate or otherwise require further approval of the prior assignment of Ocean View Municipal Water District's right, title and interest in pipeline capacity to the City of Oxnard under the Joint Powers Agreement between the City of Oxnard, the United Water Conservation District and the Ocean View Municipal Water District, dated June 14, 1967. Such assignment was complete on June 15, 1992 and the division of Pipeline capacity under Section 4 of this Agreement acknowledges the prior assignment and the City of Oxnard as the successor in interest to the rights once held by Ocean View Municipal Water District.

B. Authority The individuals executing this Agreement hereby represent and warrant that each of them has the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement.

C. Governing Law This Agreement shall be governed by and interpreted in accordance with the laws of the State of California with venue proper only in the County of Ventura, State of California.

D. Attorneys Fees If any action, at law or in equity, including any action for declaratory relief, and including any arbitration or mediation, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys fees and costs of suit, which shall be determined by the court, the arbitrator or the mediator in the same or separate action brought for that purpose. This provision shall not apply to the dispute resolution procedure set forth in SECTION 18 above.

E. Interpretation The provisions and language of this Agreement shall be interpreted in accordance with the plain meaning thereof and shall not be construed for or against any of the parties hereto.

F. Good Faith The parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

G. **Headings** The headings used in this Agreement are for convenience and reference only and shall not be utilized in the construction of the terms or provisions of this Agreement.

H. **Severability** If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable, shall be modified or changed by the parties to the extent possible to carry out the intentions and directives set forth in this Agreement.

I. **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

J. **Assignment** Except as expressly provided herein, no party shall have the right to assign its rights or delegate any of its obligations or duties hereunder without the express written consent of the other party which consent shall not be unreasonably withheld.

K. **Waiver** The waiver of any breach of any provision hereunder by any party to this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

L. **Notices** All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective, shall be in writing and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party to whom the notice is directed at the address of each such party as follows:

To: CITY OF OXNARD	City Manager 305 West Third Street Oxnard, CA 93030
To: PORT HUENEME WATER AGENCY	250 North Ventura Road Port Hueneme, CA 93041
To: DEMPSEY ROAD MUTUAL WATER COMPANY	2265 Samuel Avenue Oxnard, CA 93033

E To: SAVIERS ROAD MUTUAL PO Box 64
 WATER COMPANY Oxnard, CA 93032

 To: CYPRESS MUTUAL WATER 135 Magnolia Avenue
 COMPANY Oxnard, CA 93030

 To; RIO SCHOOL DISTRICT 3300 Cortez Street
 Oxnard, CA 93030

 To: DONLON FARMS PO Box 839
 Somis, CA 93066

 To: VINEYARD AVENUE ESTATES PO Box 5065
 MUTUAL WATER COMPANY Oxnard, CA 93031

 To: UNITED WATER 725 East Main Street
 CONSERVATION DISTRICT Santa Paula, California 93061

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address as herein provided.

M. **Amendment** Adjustments and amendments to this Agreement and its terms and conditions shall only be made by written mutual agreement of the parties and signed by a duly authorized official representing each party.

N. **Entire Agreement** This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, agreements and understandings of the parties, relating to the subject matter of this Agreement. This Agreement shall be executed by all persons who receive water from the O/H Pipeline, present and future, in identical form. This Agreement may not be modified in any way except in writing, signed by all parties.

O. **Conditions Precedent to Operation of Agreement** Although this Agreement may be executed by all parties, its provisions shall not be enforceable by or against any party unless or until there is strict performance of the following conditions precedent:

(1) **Execution of the Below Listed Agreements.** As a first, separate and independent condition precedent, the parties hereto shall each have executed the below-listed agreements:

- a. Water Supply Agreement for Delivery of Water Through the Oxnard/Hueneme Pipeline (Parties: City of Oxnard, Port Hueneme Water Agency and United Water Conservation District).
- b. Water Lease Agreement (Parties: United Water Conservation District and Port Hueneme Water Agency).
- c. Imported Water Service Agreement (Parties: Port Hueneme Water Agency and Calleguas Municipal Water District)
- d. Water Treatment, Plant Site Facilities and Land Lease Agreement (Parties: City of Oxnard and Port Hueneme Water Agency)
- e. Navy Utility Service Contract (Parties: Port Hueneme Water Agency and Department of the Navy)

(2) **Metropolitan Water District and Calleguas Municipal Water District Approvals.** As a second, separate and independent condition precedent, Metropolitan Water District (MWD) shall have issued final written approval of any required annexation of the Port Hueneme Agency or its service areas to the boundaries of Metropolitan Water District and Calleguas Municipal Water District and the Agency has transferred the required annexation fees to MWD and the District and the annexation is completed in total.

(3) **Approval of Transfer or Assignment of Fox Canyon Groundwater Management Agency Credits.** As a third, separate and independent condition precedent to the enforcement of this Agreement, unless this condition is expressly waived in writing by the Port Hueneme Water Agency, the parties must obtain written authorization of the Fox Canyon Groundwater Management Agency approval of:

- a. The transfer of pumping allocations and/or credits held by Port Hueneme Water Agency customers to Port Hueneme Water Agency;
- b. The transfer of pumping allocations and/or credits held by Port Hueneme Water Agency or its customers to United Water Conservation District; and
- c. The transfer or assignment of approximately 700 credits held by the Port Hueneme Water Agency or its members to Calleguas Municipal Water District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Dated this 7th day of June 1996.

CITY OF OXNARD

By: M. Maloney
Mayor

Approved as to form:

By: Dan Gill 6-4-96
Counsel

UNITED WATER CONSERVATION DISTRICT

By: [Signature]
President

By: [Signature]
Secretary

Exhibit A

EXAMPLE OF FIXED AND VARIABLE OPERATION AND MAINTENANCE COSTS ATTRIBUTABLE TO THE O/H PIPELINE

Fixed operation and maintenance costs attributable to the O/H Pipeline

O/H Enterprise Fund Debt Service
Allocated Overhead
Permits / Licenses
Insurance
Water Quality Services
Basic Telephone Service
Ten Percent (10%) of Employee Salaries
Ten Percent (10%) of Employee Benefits
Ten Percent (10%) of Maintenance Costs

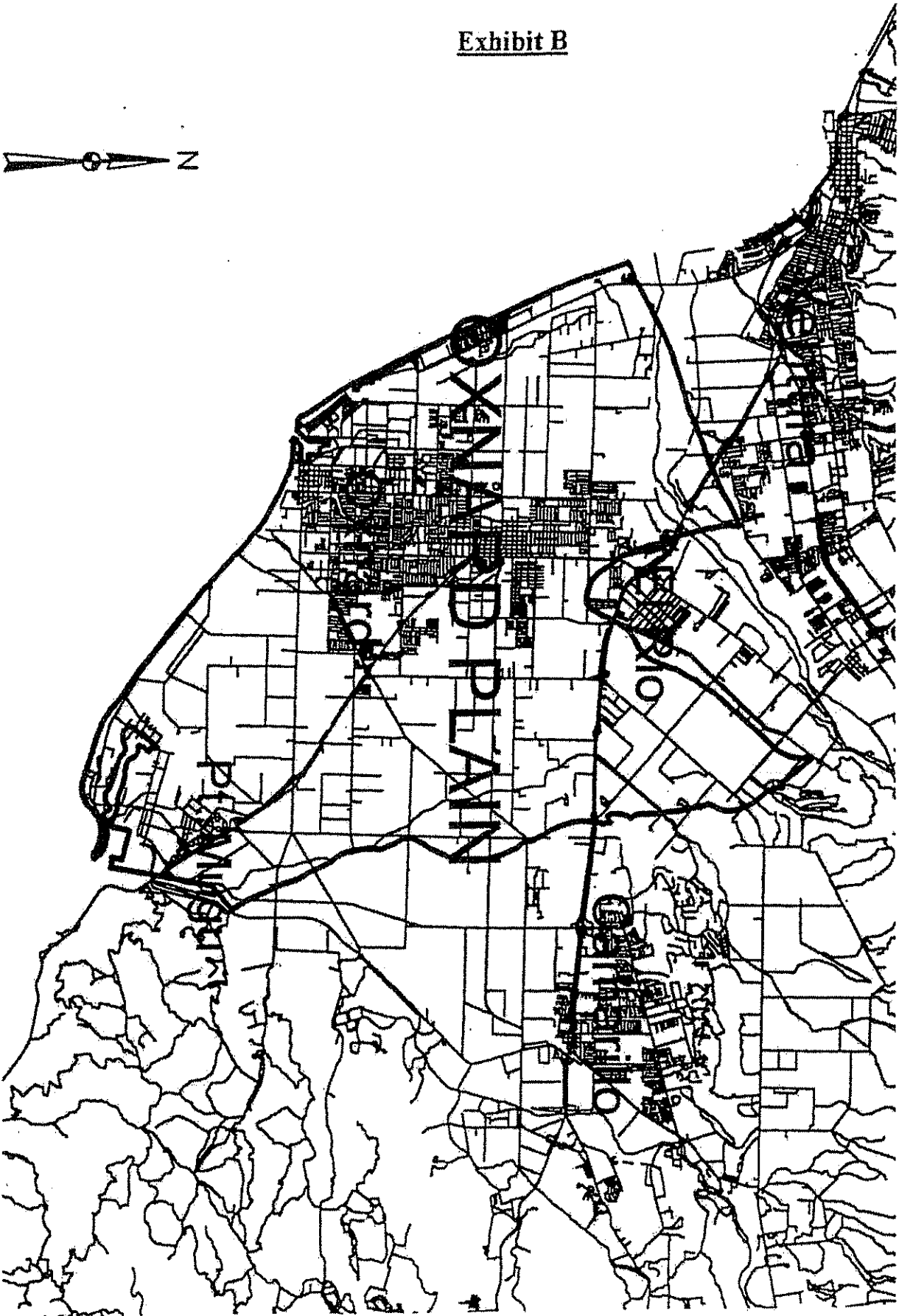
Variable operation and maintenance costs attributable to the O/H Pipeline

District-wide Pump Charge
Freeman Diversion Pump Charge
GMA Pump Charge
Ninety percent (90%) of Employee Salaries
Ninety percent (90%) of Employee Benefits
Ninety percent (90%) of Maintenance Costs
Clothing and Supplies
Utilities
Office Expense
Professional Fees
Rents and leases
Small Tools
Fuel
Travel
Miscellaneous
Depreciation
Capital Items

Exhibit B



Oxnard Plain



Montalvo Forebay

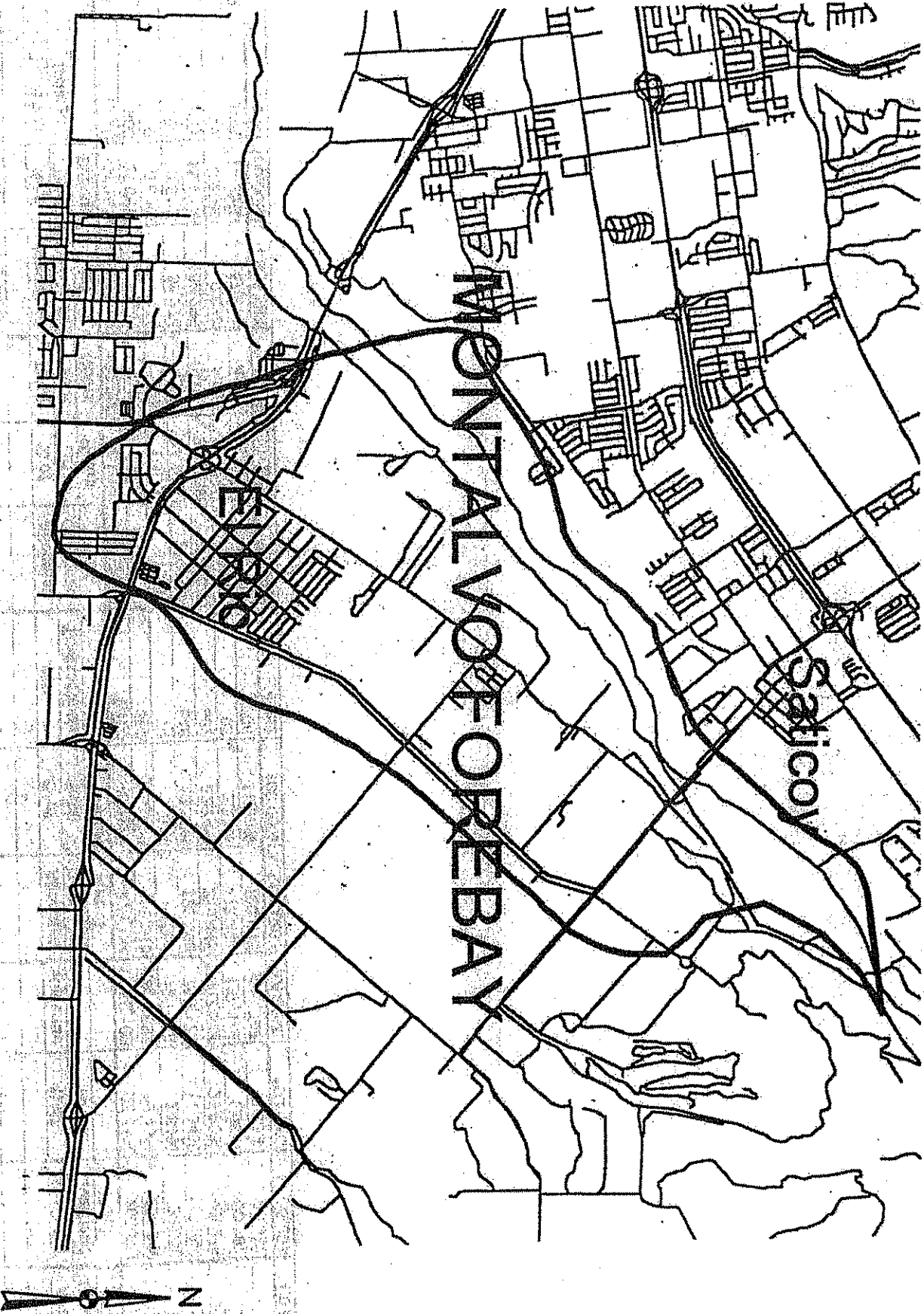


Exhibit D

0000011.9

	Total # of Billings	% of Total Billings	Allocated Overhead Pool	Total Labor Hours	% of Total Hours	Allocated Overhead Pool	A/P Transactions	% of Total A/P Trans	Allocated Overhead Pool	Revenue	% of Total	Allocated Overhead Pool	Average Overhead Pool	Prop Over Alloc Ra
General/GW	1,920	42.18%	436,487	22,860	38.05%	393,886	1,783	40.88%	423,184	1,786,103	25.19%	260,747	378,576	31
Freeman	960	21.08%	218,244	4,423	7.36%	76,210	362	8.30%	85,918	1,993,693	28.43%	294,348	168,680	11
Hydro	0	0.00%	0	659	1.10%	11,355	74	1.70%	17,563	188,760	2.81%	29,050	14,492	1
Recreation	160	3.51%	38,374	14,533	24.19%	250,415	546	12.52%	129,590	795,172	11.34%	117,399	133,444	12
OH Pipeline	828	18.18%	188,235	13,053	21.72%	224,908	992	22.74%	235,445	1,682,574	23.99%	248,415	224,251	21
PV Pipeline	38	0.83%	8,639	522	0.87%	6,994	89	2.27%	23,497	137,479	1.96%	20,297	15,357	1
PTP Pipeline	648	14.23%	147,314	4,035	6.72%	69,525	506	11.60%	120,098	440,509	6.28%	65,037	100,493	8
	4,554	100.00%	1,035,293	60,085	100.00%	1,035,293	4,362	100.00%	1,035,293	7,012,290	100.00%	1,035,293	1,035,293	100

Exhibit E

Hypothetical Example

Sub-credit Accounting System				
(First to take excess deliveries, First to Pay)				
Pumping in Excess of Suballocation (A/F)				
Agency	Year 1	Year 2	Year 3	Year 4
Consumer 1	+20	+20	0	+10
Accum. Subcredits	-20	-20	-10	
Consumer 2	-20	0	+10	+10
Accum. Subcredits	+20	+20	+10	0
Consumer 3	0	0	0	+10
Accum. Subcredits	0	0	0	0
O/H Pipeline	0	+20	+10	+30

In the example provided above, three agencies (Consumers 1, 2, and 3) have taken deliveries over a 4-year period.

In the first year, Consumer 1 took delivery of 20 A/F in excess of its Suballocation, Consumer 2 took 20 A/F less than its Suballocation and Consumer 3 took exactly the amount of its Suballocation. In this instance, no GMA penalties are due on the O/H Pipeline, and none will be assessed by United to Consumer 1. Excess pumping by one consumer is offset by under-pumping by another. Consumer 1 will, however, incur an obligation to be the first to pay any future penalties, if and when assessed, while Consumer 2 receives 20 Subcredits as a result of under-pumping.

In year 2, Consumer 1 again takes delivery of 20 A/F in excess of its Suballocation, while Consumers 2 and 3 take delivery of exactly the amount of their respective Suballocation. In

this year, penalties would be payable to the GMA because the aggregate amount of the deliveries exceeds the O/H Pipeline GMA Historical Allocation by 20 A/F. If penalties are paid by United on 20 A/F, then the penalty would be allocated to Consumer 1 for the pumping which occurred in Year 1. The accumulated Subcredits for Consumer 1 (-20) would be further decreased in Year 2 by 20 A/F (to -40 A/F) to reflect Year 2 pumping but then increased by 20 A/F (to -20 A/F) to reflect payments made to the GMA and the concurrent reduction in liability to pay future penalties assessed by GMA for past pumping.

In year 3, Consumers 1 and 3 take exactly the amount of their Suballocation while Consumer 2 takes 10 A/F in excess of its Suballocation. Since Consumer 2 has 20 Subcredits on account, the agency may apply 10 Subcredits to its over-pumping. In this year, penalties would be payable to the GMA because the aggregate amount of the deliveries exceeds the O/H pipeline GMA Historical Allocation by 10 A/F. If penalties are paid by United on 10 A/F, then the penalty would be allocated to Consumer 1 for the pumping which occurred in Year 2. The accumulated Subcredits for Consumer 1 (-20) would be increased by 10 A/F (to -10) to reflect payments made to the GMA and the concurrent reduction in liability to pay future penalties assessed by GMA for past pumping.

In year 4, all three Consumers take in excess of their Suballocation. Consumer 2 still holds 10 Subcredits which the agency may apply toward the over-pumping. This will use up all the Subcredits held by Consumer 2. In this year, penalties would be payable to the GMA because the aggregate amount of the deliveries exceeds the O/H pipeline GMA Historical Allocation by 30 A/F. Consumer 1 still has -10 A/F of Subcredits from year 2 pumping and, accordingly, has a liability to pay for the first 10 A/F of penalties assessed this year. In addition, Consumer 1 has incurred a new obligation to pay for the deliveries in excess of Suballocation for this year. Consumer 1 would pay for 20 A/F of over-pumping while Consumer 3 would pay for 10 A/F of over-pumping. None of the Consumers would have any Subcredits left, and none have any remaining liability to pay for future GMA penalties assessed.

AMENDMENT NO. 1 January 2002

WATER SUPPLY AGREEMENT FOR DELIVERY OF WATER THROUGH THE OXNARD/HUENEME PIPELINE

This Amendment No. 1 to the original WATER SUPPLY AGREEMENT ("Agreement") between UNITED WATER CONSERVATION DISTRICT and the CITY OF OXNARD, UNITED WATER CONSERVATION DISTRICT and the PORT HUENEME WATER AGENCY, UNITED WATER CONSERVATION DISTRICT and DEMPSEY ROAD MUTUAL WATER COMPANY, UNITED WATER CONSERVATION DISTRICT and SAVIERS ROAD MUTUAL WATER COMPANY, UNITED WATER CONSERVATION DISTRICT and CYPRESS MUTUAL WATER COMPANY, UNITED WATER CONSERVATION DISTRICT and RIO SCHOOL DISTRICT, UNITED WATER CONSERVATION DISTRICT and DONLONS FARMS, and UNITED WATER CONSERVATION DISTRICT and MUTUAL WATER COMPANY of VINEYARD AVENUE ESTATES, completely restates and replaces each such Agreement in this one aggregated contract.

FACTUAL RECITALS

This Agreement is entered into with reference to the following facts:

A. Large underground reservoirs exist within the boundaries of United. These underground reservoirs are fed by natural percolation of water into the streambeds of the District. During early development of the area, water was not taken from the underground but was diverted from surface stream flow. As the area grew more highly developed, wells were drilled and this underground source of supply began to be tapped. As more wells were drilled to meet the growing needs, more water was removed from the underground reservoirs than was annually replaced by natural means.

B. Water levels in the area began subsiding and water use was increasing to the point where there was danger of destroying the local economy. Widespread and costly litigation over water rights appeared inevitable. The inhabitants of the district decided that it was better to spend their money to build facilities for the conservation of water instead of spending it in lawsuits and consequently, in 1950, United was formed.

C. After United was formed, it developed a plan for the maximum conservation of water resources of United for the benefit of all the lands and inhabitants within the boundaries of United. United's plan involved the construction of dams, and the further conservation of these waters by enhancing the natural percolation in stream beds and establishing artificial spreading grounds, thereby replenishing the natural underground reservoirs. United's plan took advantage of the bountiful wet years by conserving the waters then available, which would otherwise be lost to the sea, for use during drought.

D. The Oxnard Plain area however has presented a special problem. The underground reservoir underlying the Oxnard Plain is side by side with the Ocean and on the ocean side of the aquifer; fresh water meets and mingles with salt water. When the water level in the underground reservoir is lowered; seawater is forced inland into the reservoir by the pressure of the Ocean. There is documented evidence of saltwater

intrusion in both the Upper Aquifer System and the Lower Aquifer System beneath the Oxnard Plain. The water problem on the Oxnard Plain, therefore, is not only one of increased supply, it is also one of quality. It is necessary to keep salt water out of the underground reservoir. Thus it is necessary to use additional water conservation measures to meet the special problem of the Oxnard Plain and provide supplementary water via pipeline to the area.

E. In 1953, a bond issue was presented to the electors within United to provide funds for the construction of one dam and the Lower River distribution system including a pipeline to the Oxnard-Port Hueneme area. Simultaneous with the bond issue, United adopted a policy to enter into appropriate contracts with water users in the Oxnard Plain area for the construction of a pipeline in furtherance of its plan of water conservation. The water contracts signed under this policy established a charge for the delivery of water which was believed to be sufficient to cover costs of operation, repairs and maintenance and to repay capital costs over a forty-year period.

F. The voters authorized the bond-issue and thereafter, the Santa Felicia Dam on Piru Creek and the Lower River Distribution System authorized by the bond issue were completed. During construction of the facilities, there was close contact and cooperation between United and the City of Oxnard. Design of the pipeline and booster facilities was accomplished in consultation with the City of Oxnard. The lower river distribution system, often called the Oxnard/Hueneme Pipeline system, was constructed and fully amortized during the 40-year life of the original water delivery agreements reached with water users on the Oxnard Plain.

G. The construction of the Santa Felicia Dam and the O/H Pipeline System successfully alleviated much of the overdraft existing at the time of construction. However, pumping pressures intensified and seawater, intrusion advanced beneath the Oxnard Plain. In an effort to avoid adjudication of the Oxnard Plain Basin, the Fox Canyon Groundwater Management Agency (GMA) was formed. The GMA adopted a number of ordinances, placing a moratorium on certain new wells and requiring a twenty five percent (25%) cutback in pumping from historical levels over a 20-year period between 1992 and 2012.

H. United also responded to the pumping trough created by the intensified pumping by constructing the Pumping-Trough-Pipeline over the pumping trough beneath the Oxnard Plain. Surface water was diverted from the Santa Clara River and delivered by pipeline to agricultural users to alleviate the dependence on groundwater for agricultural irrigation. In addition, the Freeman Diversion was constructed by United to establish a permanent high river flow diversion structure in the Santa Clara River and to increase the yield of diverted water from the river by 12,500 A/F per year. Finally, United developed a pilot project to determine the feasibility of using abandoned gravel basins along the Santa Clara River for additional off-stream storage.

I. Oxnard has also addressed the groundwater problems of the Oxnard Plain by reducing its reliance on local groundwater supplies by importing some or all of its water from the State Water Project. At the same time, Oxnard has undertaken a groundwater injection program in which the City of Oxnard banks surplus State Water Project water during wet months for use during the dry summer months. Both of these projects serve to retard the saltwater intrusion and stabilize water levels for the benefit of all groundwater users.

J. The City of Port Hueneme and the Channel Islands Beach Community Services District in 1994 created a Joint Powers Agency, known as the Port Hueneme Water Agency, which would assist in meeting the GMA twenty five percent (25%) cutback in pumping allocations, move the pumping from the seawater intrusion front inland to the Montalvo Forebay to reduce seawater intrusion in the Oxnard Plain Basin, finance and develop a water treatment plant, and provide for the importation of State Water Project water. The Port Hueneme Water Agency will serve the City of Port Hueneme, Channel Islands Beach Community Services District, NCBC Port Hueneme, and NWS Point Mugu and intends to provide a blend of treated United water and State Water Project water.

K. All the projects described above are intended to address the continuing need to provide supplemental water to the Oxnard Plain. The overdraft on the Oxnard Plain continues and seawater intrusion remains an ongoing threat to the aquifers beneath the Oxnard Plain. The need continues to minimize the pumping along the sea water intrusion front and it is in the best interests of everyone on the Oxnard Plain that United continue to deliver supplemental water via the Oxnard/Hueneme Pipeline system.

L. United, the City of Oxnard, and the Port Hueneme Water Agency acknowledge that there have been disagreements regarding the implementation of certain of the financial provisions of this Agreement. This amendment is intended to clarify those financial provisions, as well as a small number of other provisions.

AGREEMENT

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED by Contractor and United as follows:

SECTION 1. DEFINITIONS The following terms shall, for all purposes of this Agreement, have the following meanings:

"All Contractors" shall mean all parties to this Agreement who are defined as a Contractor, a Future Contractor, or an Emergency Contractor.

"Any Contractor" shall mean a party to this Agreement who is otherwise defined as a Contractor, a Future Contractor or an Emergency Contractor.

"Capital Improvement" shall mean an improvement that: (1) increases the useful life of the asset (2) increases the quantity of the units produced by the asset, (3) enhances the quality of the units produced, or (4) is so treated in generally accepted accounting principles for municipal accounting.

"City Service Area (CSA)" shall mean the area generally within the incorporated boundaries of the City of Oxnard and provided with retail water service by the City of Oxnard.

"Common Benefit" shall mean expenditures which benefit two (2) or more Contractors or Future Contractors representing greater than twenty-five percent (25%) of the allocated peak capacity as defined in SECTION 4(a) of this Agreement and which include, but are not limited to, projects necessary to meet the requirements of SECTION 6 of this Agreement.

"Contractor" shall mean a party to this Agreement on its original date of execution, which is a recipient of Supplemental Water supplied by United and has Pipeline peak capacity as allocated in SECTION 4 of this Agreement, below. "Contractors" shall mean the plural of Contractor but shall not be synonymous with All Contractors.

"El Rio Well Field" shall refer to all of the water producing wells used to supply water to the OH Pipeline, as they are more specifically depicted in the diagram attached as Exhibit "F". This includes Well #12 southwest of the Rose Avenue/Central Avenue intersection, all wells located at UWCD's El Rio facility and Well #14 southwest (on Rose Avenue) southwest of the El Rio facility. The El Rio Well Field will also include all replacement wells and additional wells wherever located for the purposes of supplying groundwater to the OH Pipeline.

"Emergency Contractor" shall mean a person who does not have pipeline peak capacity as allocated in SECTION 4 of this Agreement but who has an emergency need and has obtained United's approval for a connection to the pipeline for a short period (generally less than 12 months), until the emergency can be resolved.

"Fiscal Year" shall mean the period from July 1 of one year through June 30 of the next year.

"Fit for Human Consumption" shall mean water complying with the primary standards of the applicable federal and state water quality standards which are presently reflected in Title 40, Chapter I, Part 141 of the Code of Federal regulations and Title 22, Chapter 15 of the California Code of Regulations as they may be further modified by actions of the federal or state governmental agencies responsible for establishing or implementing these standards.

"Fixed Operations and Maintenance Costs" shall mean the fixed costs incurred for operation of the pipeline, detailed in Exhibit "A" which shall be allocated and charged in proportion to peak capacity assigned to All Contractors.

"Fox Canyon Groundwater Management Agency" or "GMA" shall mean the agency created by the Fox Canyon Groundwater Management Agency Act (Act 2750 of the Water Code Uncodified Acts) to control groundwater overdraft in the aquifer systems.

"Fund" shall mean the fund used in the accounting records of UNITED to track assets, liabilities, revenues, expenses, and equity of the OH Pipeline.

"Future Contractor" shall mean a person, other than an Emergency Contractor, who enters into a water service Agreement with United, for delivery of water through the O/H Pipeline, after the effective date of this Agreement. Contractors who desire additional peak capacity, beyond that allocated by SECTION 4, shall be considered a Future Contractor with respect to additional peak capacity. "Future Contractors" shall mean the plural of Future Contractor.

"GMA Conservation Credits" shall mean earned water conservation credits as defined by GMA Finance No. 5, as amended.

"GMA Storage Credits" shall mean earned storage credits as defined by GMA Ordinance No. 5, as amended.

"GMA Extraction Allocation" shall mean water extraction allocations as defined by GMA Ordinance No. 5, as amended.

"Marginal Rate" shall mean the rate (charged to individual customers once their deliveries from the OH Pipeline exceeds their 2010 suballocation in any fiscal year as set forth in Section 7) per acre foot for water delivered that will recover the sum of the utilities, chemical, and maintenance costs not recovered via the Variable Rate, divided by the projected total volume of water to be delivered in the applicable fiscal year minus the total year 2010 suballocation (10,655.15 acre feet, as set forth in Section 7) which represents 75% of the 1985-89 historical suballocation volume. The Marginal and Variable Rates (Variable Rate defined below) are more specifically defined in Exhibit "A" to this Agreement (An example of the rate calculations for the fixed, variable and marginal rates are included in Exhibit A.)

"Montalvo Forebay" shall mean the groundwater basin depicted in Exhibit C which is a portion of the Santa Clara River Valley as defined by California Department of Water Resources Bulletin 118.

"Municipal and Industrial", or "M&I", shall mean water used for domestic, industrial, commercial, urban, incidental irrigation or fire protection purposes.

"Ocean View Municipal Water District (OVMWD)" shall mean the Ocean View Municipal Water District, a California municipal water district.

"Ocean View Service Area (OVSA)" shall mean the area generally within the boundaries of the Oceanview Municipal Water District and provided retail water service by the Ocean View Municipal Water District

"O/H Pipeline" or "Pipeline" shall mean the water distribution system owned and operated by United, that provides supplemental water that is Fit for Human Consumption and that includes the El Rio Wellfield and supply manifold piping, clearwells and reservoirs, water treatment facilities, booster station, pipelines, turnouts, meters, appurtenant facilities and the underlying land.

"Oxnard Plain Basin" shall mean the groundwater basin established by the GMA and depicted in Exhibit B, which is a portion of the Santa Clara River Valley Basin as defined by California Department of Water Resources Bulletin 118.

"Person" shall mean any individual partnership, association, firm, public or private corporation, public entity, investor-owned utility, mutual water company, city, county, district, trustee, receiver, the state of California or any sub-division, part or agency thereof, the United States government or a department or administrative agency thereof, to the extent authorized by law.

"Port Hueneme Water Agency" or "PHWA" shall mean the Joint Powers Agency, a separate legal entity created by the City of Port Hueneme and the Channel Islands Beach Community Services District.

"**Sole Benefit**" shall mean expenditures which benefit (1) a single Contractor or Future Contractor, (2) a group of Contractors and Future Contractors representing less than twenty-five percent (25%) of allocated peak capacity as defined in SECTION 4A of this agreement.

"**Suballocation**" shall mean that portion of the GMA Extraction Allocation assigned to United for its extraction of water from the Oxnard Plain Basin which is held in trust for Any or All Contractors.

"**Subcredit**" shall mean the GMA Conservation or Storage Credits accrued by United on the O/H Pipeline and held in trust for Any or All Contractors.

"**Supplemental Water**" shall mean surface water or groundwater imported from outside the Oxnard Plain Basin and flood waters that are conserved and saved within the watershed or watersheds which would otherwise have been lost or would not have reached the Oxnard Plain Basin.

"**United**" or "**UWCD**" shall mean the United Water Conservation District, Ventura County, California, organized pursuant to Division 21 of the California Water Code.

"**Variable Operations and Maintenance Costs**" shall mean the various variable costs incurred for operation of the pipeline detailed in Exhibit A which shall be allocated and charged on a per unit basis for water delivered to All Contractors.

"**Variable Rate**" shall mean the rate, required (per acre-foot of water delivered and charged to individual customers) that will recover all of the variable operation and maintenance costs except utilities, chemicals, maintenance costs (as defined in Exhibit A), based on 75 percent of the 1985-89 historical sub-allocation volume of each customer (that is the year 2010 sub-allocation described in SECTION 7 of this agreement). Utilities, chemicals, and maintenance costs shall be included with the variable rate at a reduced amount based on the ratio of 75% of the 1985-89 historical sub-allocation volume divided by the projected volume of water to be delivered for the upcoming fiscal year. Detailed listing of costs used to calculate the Fixed, Variable and Marginal Rates is presented in Exhibit A (along with examples from FY 2001-02 of the model used to determine these rates).

SECTION 2. PURPOSE The purpose of this Agreement is to enable United to deliver Supplemental Water, extracted from the Montalvo Forebay, and made Fit for Human Consumption, as a source of water to All Contractors overlying the Oxnard Plain Basin. By delivering Supplemental Water through the O/H Pipeline and reducing groundwater extraction on the Oxnard Plain, overdraft in the Oxnard Plain Basin is minimized. Delivery of this Supplemental Water is intended to provide a reliable, cost-effective water supply while minimizing the adverse environmental impacts of pumping water nearer to the seawater intrusion front. The parties acknowledge that the delivery of Supplemental Water made by United under this Agreement is subject to the ongoing regulatory authority of the Fox Canyon Groundwater Management Agency.

SECTION 3. QUANTITY OFFERED FOR DELIVERY United agrees to deliver to All Contractors, all of the Supplemental Water that United can deliver under its plan of operation. United is committed to providing a reliable supply of M&I water via the Pipeline which is subject to interruption only for

maintenance, emergency repairs or under operation of law. All Contractors recognize, however, that during certain periods of drought, the quantity available for delivery may be temporarily reduced in proportion to their pipeline capacity from time to time. All Contractors agree to use reasonable efforts to maintain their existing alternate sources of supply, if available, for such periods when water may be unavailable from the Pipeline.

SECTION 4. DIVISION OF PIPELINE CAPACITY

A. Division The peak capacity in the O/H Pipeline is 53.0 cubic feet per second (cfs), which United agrees to maintain as the minimum capacity as long as United determines it is feasible as supported by engineering data. However, this minimum capacity may be increased by United to meet operational demands, as permitted by the system and as supported by verifiable engineering data. The peak capacities, in cfs, presently allocated to each Contractor are as follows:

<u>Agency</u>	<u>Capacity</u>	<u>% of Total</u>
City of Oxnard	26.75	50.47
Port Hueneme Water Agency	22.25	41.98
Dempsey Road Mutual WC	.85	1.60
Cypress Mutual WC	.40	0.75
Donlon Farms	.05	0.09
Saviers Road Mutual WC	.25	0.47
Rio School District	1.10	2.08
Vineyard Avenue Estates	1.35	2.55
Total	53.00	100.00

In the event the capacity of the Pipeline is increased, the Contractors' peak capacities shall be increased, respectively, in accordance with part C(6) of this SECTION.

B. Use of Pipeline Capacity by All Contractors Each Contractor and each Future Contractor shall have the right to use its peak capacity provided in SECTION 4A above. In the event of a shortage of water in the Pipeline, the available water will be apportioned according to the percentage of available peak capacity assigned to each Contractor. United may deliver water in excess of peak capacity assigned to Any Contractor provided the delivery will not infringe upon the use of peak capacity assigned to other Contractors and Future Contractors.

C. Future Contractor Use of Pipeline Capacity United, at its sole discretion, may provide water through the Pipeline to a Future Contractor that has not been provided with Pipeline capacity pursuant to SECTION 4A above under the following term and conditions:

(1) The delivery of water to the Future Contractor will not materially injure the rights of Any Contractor.

(2) The Future Contractor shall pay all costs of connection to the Pipeline, and shall also pay all of the cost of increasing and maintaining peak capacity above 53 CFS.

(3) The Future Contractor shall pay to United a water rate which is fifteen dollars (\$15.00) per acre foot higher than the then prevailing Variable Rate and/or Marginal Rate charged to Contractor with entitlements under this Agreement.

(4) The Future Contractor shall either transfer GMA Extraction Allocations or GMA Conservation or Storage Credits to United in an amount sufficient to cover the delivery of water through the Pipeline or, in the alternative, pay to United the maximum surcharge then imposed for water extraction under the then-applicable GMA ordinances, rules or regulations. Such transfer and any provisions for a return transfer shall be accomplished under a separate agreement between United and the Future Contractor, the terms of which shall be consistent with this Agreement. The failure of the GMA to assess United the maximum surcharge or penalty under then existing GMA ordinances shall not relieve the Future Contractor of this obligation.

(5) Revenues received by United from a Future Contractor shall be deposited into the Fund to be used to defray operating or capital expenses of the Pipeline.

(6) All peak capacity necessary to meet the needs of Future Contractors shall first be requested from Contractors. Notice of such a request shall be sent to United and forwarded to all Contractors in writing, whom shall have 30 days from the date delivered to respond to such request. If more than one Contractor desires to relinquish capacity, it shall be taken from the Contractors who wish to relinquish capacity in proportion to their then assigned peak capacity. Each Contractor is required to retain, however, sufficient peak capacity to receive the volume of water represented by the then assigned allocation reserved for that Contractor and any additional GMA Extraction Allocation or GMA Conservation or Storage Credits transferred to the O/H Pipeline in accordance with SECTION 4C(4) above. If the Contractors are unwilling to transfer peak capacity to a Future Contractor, United may increase peak capacity as supported by verifiable engineering data. Any increase in peak capacity shall be divided as follows: fifty percent (50%) divided proportionally according to the then assigned proportion of peak capacity among Contractors and fifty percent (50%) apportioned to the Future Contractor. Any Contractor may decline to accept additional peak capacity, in which case United shall either not increase the overall peak capacity by that amount or offer that amount to the other Contractors in proportion to their then assigned share of peak capacity.

(7) Future Contractors shall receive peak capacity upon their execution of this Agreement. Future Contractors shall be assigned sufficient peak capacity as determined necessary by United to provide the Future Contractor with the requested volume of water, consistent with the terms of this Agreement.

D. Transfer of Peak Capacity Allocations While recognizing that the purpose of the Pipeline is to displace pumping from the Oxnard Plain by transferring that pumping to the Montalvo Forebay region, a Contractor or Future Contractor shall have the right to transfer its peak capacity in the Pipeline as set forth in this SECTION 4 subject to the following conditions:

(1) No other Contractor or Future Contractor shall be unreasonably subjected to increased financial risk or exposure as a result of the transfer.

(2) Once transferred, the water will be used solely within the boundaries of United, and shall not result in any detrimental effect to the Oxnard Plain Basin.

(3) Prior to any transfer, written approval of United must be obtained (except for the case outlined in this SECTION 4C(6)) for the transfer itself and for all improvements or modifications to the Pipeline which may be necessary for the transferee to take delivery of water. The cost of any such improvements and modifications will be borne solely by the transferee. United will not unreasonably withhold or delay its approval if all other conditions of this SECTION are met.

E. Connection of an Emergency Contractor to the Pipeline shall be at the sole discretion of United, subject to the conditions of this Agreement and provided Emergency Contractor has dedicated sufficient off-setting GMA allocation or credits or other arrangements have been made so Contractors are not harmed by providing water to Emergency Contractor. Arrangements consistent with Section 4.C.(4) for Future Contractors will be acceptable. Continuation of service as an Emergency Contractor beyond a twelve (12) month period shall require approval of Contractors and Future Contractors with entitlement to at least seventy five percent (75%) of the allocated peak capacity. Peak Capacity will not be assigned to Emergency Contractors and, consequently, no allocation of Fixed Costs will occur.

SECTION 5. DELIVERY CHARGES

A. All Contractors, except Emergency Contractors, agree to pay to United their proportional share of the fixed operation and maintenance costs based on their share of the Pipeline capacity as provided in SECTION 4 above and as may be adjusted from time to time in accordance with the terms of SECTION 4C above.

B. Each Contractor, including Future Contractors, shall pay to United the Variable Rate for the delivery to the Contractor of up to the 2010 Suballocation applicable to that Contractor. Charges for deliveries to each Contractor, including Future Contractors, in excess of the 2010 Suballocation (which represents 75% of each customers' historical allocation calculated as of 1985-89) shall be set at the Marginal Rate. If deliveries to any Contractor or Future Contractor on the O/H Pipeline fall below the 2010 Suballocation in any single year the associated unrecovered variable costs shall be added to the fixed costs of that Contractor or Future Contractor in the next fiscal year.

C. If GMA allocation is transferred to the O/H Pipeline by a Future Contractor, the rate charged for delivery of this allocation shall be the Variable Rate for the actual 2010 suballocation quantity after implementation of all GMA cutbacks, and the Marginal Rate shall apply for the remainder of the water delivered.

D. Fixed and variable operation and maintenance costs shall be computed in accordance with the Provisions of SECTION 12 of this Agreement.

E. The Emergency Contractor shall, however, pay a rate equivalent to one hundred and fifty percent (150%) of the highest Variable or Marginal rate paid by any Contractor or Future Contractor plus fifteen dollars (\$15.00) per acre foot of water delivered.

F. Annual fixed operation and maintenance costs shall be invoiced by United in twelve (12) equal installments. The Variable Rate and/or the Marginal Rate will be billed monthly based on metered

deliveries. All Contractors agree to pay United on a monthly basis as provided in SECTION 12E of this Agreement.

G. Ocean View Municipal Water District. Oxnard sells the water it receives from the Pipeline to the OVMWD. OVMWD then supplies that water to its customers in the OVSA. Well over ninety percent (90%) of the water used in the OVSA is put to agricultural use. Provided OVSA remains primarily an agricultural area, United will charge the City of Oxnard the applicable agricultural pump charge rate(s) for that amount of water sold to Oxnard, and subsequently used in the OVSA).

SECTION 6. QUALITY OF WATER DELIVERED

A. The O/H Pipeline shall be operated in a manner which ensures delivery of water Fit for Human Consumption. All signatories to this Agreement have the reasonable expectation that the Pipeline will continue to deliver water Fit for Human Consumption for the term of the Agreement.

B. Contractors and Future Contractors with cumulative entitlement in excess of seventy five percent (75%) of the allocated peak capacity may request United to increase its level of treatment for the water delivered under this Agreement so that the water supplied by United to All Contractors satisfies one or more of the then-applicable secondary standards as defined by the California Health and Safety Code section 4023 et seq. and Title 22 of the California Code of Regulations section 64471 et seq. Upon United's receipt of this written request, United shall promptly analyze, plan, and construct any improvements necessary to provide water to All Contractors which satisfy any or all secondary standards for maximum contaminant levels within a reasonable time. Any improvements constructed under this section shall be subject to the finance and accounting procedures set forth in SECTION 10 and 12 of this Agreement. Upon completion of required improvements, the obligation for delivery of water "Fit for Human Consumption" shall be expanded to include compliance with any secondary standards requested by Contractors or Future Contractors under this section.

C. Contractors and Future Contractors with entitlement to seventy five percent (75%) of the allocated peak capacity may request in writing to United that the Pipeline no longer be operated in a manner which ensures delivery of water Fit for Human Consumption. United's Board shall consider such a request based upon its feasibility, its total impact upon All Contractors served by the Pipeline, and existing laws and regulations. Signatories to this contract agree that those Contractors who desire to continue to receive water Fit for Human Consumption from the Pipeline shall not be unreasonably penalized by the conversion to a source which is no longer Fit for Human Consumption. Contractors and Future Contractors *who* desire to convert to water no longer Fit for Human Consumption agree to pay for their proportional costs, based on their assigned peak capacity, incurred to construct and make operational treatment facilities not otherwise required by those Contractors who wish to continue to receive water Fit for Human Consumption from the Pipeline. This right to receive these treatment facilities shall apply only to Contractors who are assigned initial peak capacity by this Agreement and shall not apply to Future Contractors who receive peak capacity after the effective date of this Agreement. Such costs shall be the most cost effective and reasonable costs according to reliable engineering estimates and shall include, but not be limited to, additions of, or improvements, to treatment facilities and associated land, structures, control systems, piping and similar improvements.

SECTION 7. DIVISION OF GMA EXTRACTION ALLOCATION

A. Division The GMA Extraction Allocation provided to United for wells serving the Pipeline is 14,673.33 AF. This GMA Extraction Allocation is based upon actual pumping from the El Rio wellfield during the period from 1985 through 1989. Actual deliveries to Contractors through the Pipeline during the period 1985 through 1989 period as measured at each individual turnout meter, totaled 14,206.85 AF. The difference between the GMA Extraction Allocation and actual deliveries represent line loss. Any GMA conservation credits resulting from a reduction in line loss shall be divided among the Contractors as Subcredits based upon their proportion of total actual deliveries during the historical period. The GMA Allocation, expressed below in acre-feet, has been reduced by five percent (5%) in 1992 and will be reduced by an additional five percent (5%) in the years 1995, 2000, 2005, and 2010. United agrees that each Contractor which received service through the Pipeline during the historical period (1985 through 1989) shall have a Suballocation, for purposes of this contract only, based on actual deliveries, as follows:

Agency	Sub- allocation	(95%) 1992	(90%) 1995	(85%) 2000	(80%) 2005	(75%) 2010*
City of Oxnard	8,967.33	8,518.96	8,070.60	7,622.23	7,171.86	6,725.50
Port Hueneme Water Agency	4,623.33	4,392.16	4,161.00	3,929.83	3,698.66	3,467.50
Dempsey Mutual	194.47	184.75	175.02	165.30	155.58	145.85
Donlons Farms	5.25	4.99	4.73	4.46	4.20	3.94
Saviers Road Mutual	27.57	26.19	24.81	23.43	22.06	20.68
Cypress Mutual WD	96.20	91.39	86.58	81.77	76.96	72.15
Rio School District	26.70	25.37	24.03	22.70	21.36	20.03
Vineyard Avenue Estates Mutual	266.00	252.70	239.40	226.10	212.80	199.50
Total	14,206.85	13,496.51	12,786.17	12,075.82	12,075.82	10,655.15

* Year 2010 represents a 25% reduction to each customers' historical suballocation (historical period 1985-1989) and it is at this level of suballocations that determines the Variable Rate to be charged to each customer every fiscal year, i.e. Variable Rates equals water deliveries from zero (0) acre-feet to year 2010's suballocation per customer. Marginal Rates are charged to customers who in any fiscal year take delivery of water above their 2010 suballocation amount.

As part of this agreement the City of Oxnard's (CSA) suballocation has been increased 296.40 acre-feet due to a recalculation of 1985-89 average usage. The PHWA figures include suballocations previously listed as Del Norte Packing (7.20 AF), Kings Packing (KUNHO 2.30 AF), and the V.C. Game Preserve (1.28 AF) which are

serviced through turnouts on the Mugu lateral leased by PHWA from UWCD. Cypress Mutual's suballocation has been increased by 50.30 AF due to a recalculation of the 1985-89 average usage resulting from unmetered water deliveries as a result of meter problems.

B. Accounting for Suballocation Delivered United shall establish an accounting system which will accumulate water deliveries to All Contractors on the Pipeline and compare those deliveries with the Suballocation distributed in this SECTION 7A above. To the extent that deliveries to Any Contractor in any single calendar year are less than the Suballocation, that Contractor shall accrue Subcredits for use in years when deliveries are in excess of the Suballocation. If deliveries are in excess of the Suballocation and Any Contractor has no Subcredits to apply against excess deliveries, that Contractor shall be liable for any GMA Extraction Surcharge levied on the El Rio Well Field as outlined in this SECTION 7.

C. Deliveries in Excess of Suballocation Deliveries in excess of the Suballocation will be allowed to the extent water is available. All Contractors receiving excess deliveries will be responsible for paying any penalties and surcharges imposed by GMA or others.

D. Allocation of GMA Extraction Surcharges All Contractors agree the surcharges assessed by the GMA represent a cost of operation of the Pipeline and should be based upon the accounting performed in accordance with SECTION 7B above and on a "first to take excess deliveries, first to pay" basis as described in the hypothetical example provided in the attached Exhibit E.

E. Establishment of Contractors' GMA Suballocation Any Contractor may establish a suballocation or increase its Suballocation on the Pipeline by transferring GMA Allocation from wellhead owned by that Contractor to United. Such transfers shall be made through a separate agreement, in accordance with GMA Ordinances, and delivery of such increased allocation shall be subject to Peak Capacity constraints, set forth in SECTION 4 above.

SECTION 8. DIVISION OF GMA CONSERVATION OR STORAGE CREDITS

A. United shall use its best efforts to maintain its entitlement to GMA credits which are attributable to the Pipeline for the benefit of Any or All Contractors. United shall use its best efforts to obtain the greatest allocation of credits possible to the Pipeline for the benefit of Any or All Contractors.

B. The Contractors shall receive a proportional division, in the form of Subcredits, of the GMA Conservation or Storage credits previously assigned to the Pipeline by the GMA.

C. The Contractors shall accrue subsequent Subcredits obtained by the Contractors use of less water than their Suballocation provided in SECTION 7 above.

D. To the extent United accrues GMA Storage Credits, the Contractors shall be entitled to obtain a division of these credits, as Subcredits, in proportion to their financial contribution to the costs of the activity which created the GMA Storage Credits.

E. United shall provide an annual accounting of all subcredits to All Contractors at the beginning of the calendar year. A copy shall also be provided to the fiscal officer of All Contractors.

SECTION 9. PRIORITY OF GROUNDWATER USAGE In recognition of the continuing threat of seawater intrusion in the Oxnard Plain Basin, All Contractors recognize the benefit of prioritizing their use of groundwater in the following manner:

A. First, from water deliveries from the Pipeline up to the amount of Any Contractor's then existing Suballocation as shown in SECTION 7 above, net of any GMA mandated reductions; or from water stored in an injection and extraction facility; or from groundwater sources in the Montalvo Forebay; and

B. Second, from groundwater not previously injected but extracted from any areas prone to seawater intrusion, or localized overdraft conditions.

SECTION 10. BUDGETING OF REVENUES AND EXPENDITURES

A. **Budgeting** Each fiscal year United shall prepare a budget for all revenues and expenditures related to operating the Pipeline. This budget will include a summary of projected water deliveries, fixed and variable costs and the projected Fixed, Variable and Marginal Rates. A preliminary draft of the budget shall be submitted to the Contractors and Future Contractors for their review by May 1st of each year. United will hold one or more noticed Finance Committee meetings, in connection with the presentation of the preliminary budget at which Any Contractor can express comments, objections or concerns. It is intended that the final budget will be adopted by United in the June Board meeting at which time unresolved concerns can also be addressed to the entire United Board of Directors. If the objections or concerns of Any Contractor are not resolved to the satisfaction of the parties involved, the parties may take the matter to dispute resolution in accordance with the terms of SECTION 18.

B. Unbudgeted Expenditures

(1) In the event of an emergency, United shall expend O/H Pipeline Enterprise Funds as it deems necessary to preserve life or property or to minimize financial loss to the Enterprise Fund. United will use its best efforts to immediately notice All Contractors concerning the actions taken or to be taken.

(2) United may make necessary non-emergency, unbudgeted expenditures to the Pipeline provided the unbudgeted expenditures do not result in any of the following impacts:

(a) An expenditure of more than ten percent (10%) of the current year's budgeted operation and maintenance expenses for the Pipeline; or

(b) An interruption in water service to Any Contractor for more than 7 calendar days;

(c) An action which will temporarily render the water delivered to Any Contractor fit for human consumption.

(3) In the event any of these impacts will result from a non-emergency unbudgeted expenditure, United shall obtain prior written permission of All Contractors with entitlement to seventy percent (75%) of the allocated peak capacity.

C. Cost Allocation of Budgeted and Unbudgeted Expenditures

(1) Prior to adoption of the final budget United shall determine whether each budgeted expenditure, in excess of \$10,000, provides a Common Benefit or Sole Benefit. All budgeted expenditures shall be assumed to provide a Common Benefit unless otherwise noted.

(2) Prior to approval of non-emergency unbudgeted expenditures in excess of \$10,000 by United's Board of Directors, United shall provide All Contractors with at least five (5) days written notice (as provided in Section 19L) of the proposed expenditure, United's proposed allocation of the expenditure as a Common or Sole Benefit, and the date, time and location of the hearing wherein the United Board of Directors will consider the expenditure. All Contractors shall be given an opportunity to provide comment to the United Board of Directors at the hearing regarding the non-emergency unbudgeted expenditure prior to the approval by the Board of the non-emergency unbudgeted expenditure.

(3) For emergency, unbudgeted expenditures in excess of \$10,000, United shall determine whether the emergency, unbudgeted expenditure provides a Common Benefit or Sole Benefit and shall notify All Contractors of the expenditure and its determination as soon as feasible. All Contractors shall be given an opportunity to provide formal comment to the United's Board of Directors regarding an emergency, unbudgeted expenditure as soon as practical.

(4) Cost for budgeted or unbudgeted expenditures that provide a Common Benefit shall be allocated to All Contractors, in accordance with the provisions of SECTION 5 of this Agreement.

(5) Except as provided for in SECTION 6C of this Agreement costs for budgeted or unbudgeted expenditures that provide a Sole Benefit shall be allocated only to the Contractors, Future Contractors, and Emergency Contractors that benefit from the expenditure in accordance with the provisions of SECTION 5 of this Agreement.

SECTION 11. SUBSEQUENT SALE OF WATER All Contractors agree not to furnish any water delivered by United through the Pipeline for use outside of the boundaries of United Water Conservation District (as shown in exhibit F), except as approved in advance of any such delivery, in writing, by United.

SECTION 12. FINANCE AND ACCOUNTING

A. United shall account for the operation of the Pipeline in the Fund and all costs associated with operation and maintenance of the O/H Pipeline shall be charged to the Fund.

B. Overhead is to be allocated to the Fund based upon various operating criteria which are recalculated annually as part of the budgeting process. Questions about or objections to the allocation of overhead should be addressed in accordance with the procedures outlined in SECTION 10 of this

Agreement. The criteria used to allocate general district overhead to the Fund are (using data from the most recently completed fiscal year of United): units of billing, direct labor hours, number of accounts payable transactions and fund revenue; all applied to an average overhead pool. See Exhibit D for an example of the formulas used to calculate overhead.

C. The delivery charge or rate to be paid by All Contractors for all water delivered hereunder shall be computed, determined and fixed by United in an amount reasonably estimated as sufficient to pay all costs which will accumulate to the Fund and which will then maintain agreed upon reserve levels in the ensuing fiscal year.

D. United will own, install, maintain and calibrate annually the necessary water meters to measure the amount of water delivered. All Contractors will make future connections to the Pipeline at their own expense and at locations acceptable to United. Any connection will be made and metered in a manner satisfactory to both parties.

E. United will bill, and All Contractors agree to pay, water charges on a monthly basis. In the event Any Contractor becomes delinquent in the payment of such charges, United may, at its option, refuse to make further deliveries until such amounts have been paid in full.

F. The level of cash reserves in the Fund will be set at \$750,000, increased annually by the Consumer Price Index (CPI) – All Urban Consumers (Los Angeles-Riverside-Orange Co., CA area or any successor index area that replaces this area for Ventura County). This index is provided by the Bureau of Labor & Statistics and should represent the February to February annual adjustment, rounded off to the highest hundredth (i.e. 2.689% would be 2.69%). This reserve (adjusted annually by the CPI) includes \$250,000 that can be used for annual rate stabilization that if used, can be built back up over a set period of time with minor rate or expenditure adjustments. The O/H Pipeline rates will be established on an annual basis in accordance with SECTION 5 of this Agreement to maintain reserves at this level. In the event that the current level of reserves are depleted by more than thirty percent (30%) in any fiscal year because of expenditures on an emergency or unbudgeted item, United and All Contractors agree to meet and confer about developing a plan, which may include but not be limited to temporary rate increases, surcharges, capital contributions or other reasonable methods that will restore the reserves to the above described levels or some other level that United and Contractors or Future Contractors with cumulative entitlement of seventy five percent (75%) of the allocated peak capacity may determine.

Interest income earned on the Fund reserves shall remain in the Fund.

(1) All Contractors accept and acknowledge that a \$750,000 reserve (plus the annual CPI adjustment) may be insufficient to fund major improvements or to make repairs to the Pipeline in the event of catastrophic emergencies.

(2) In the event that United, pursuant to SECTION 10B hereof, expends funds that completely deplete the cash reserves of the Fund, then United shall have no further obligation to expend funds from any source for the O/H Pipeline. Upon the exhaustion or anticipated imminent exhaustion of the Fund, United shall notify the City of Oxnard and the Agency, in writing, requesting payment of the cost of unbudgeted expenses. The City of Oxnard and the Agency shall have five (5) days after delivery of the

notice to respond with a written notice stating whether they will pay funds to the Fund in their proportionate or some other greater or lesser amount of the cost of the unbudgeted expenses. The City of Oxnard and the Agency shall have thirty (30) days after delivery of the notice from United to pay the required funds to the Fund. If the funds required to pay the unbudgeted expenses are not committed within the five (5) day period specified herein, the City of Oxnard and the Agency agree to indemnify United from and against all liabilities, expenses or damages of any kind, including, but not limited to, attorneys' fees and costs of defense, that may be incurred by United as a result of failing to expend funds, make the repairs and continue to operate the O/H Pipeline or supply water, if operation or supply is prevented, and all other matters resulting from the failure to expend funds pursuant to the provisions of SECTION 10C. If and when the full amount of the unbudgeted expenses are paid to the Fund, United shall immediately resume its duties under this Agreement and the City of Oxnard and the Agency shall be relieved from the aforementioned indemnity obligation except to the extent that the obligation may have arisen or may later arise because of the failure of United to expend funds, make repairs, continue to operate or supply water as a result of the exhaustion or anticipated eminent exhaustion of the Fund. At the time, United, the City of Oxnard and the Agency agree to meet and confer pursuant to SECTION 18 of this Agreement to determine how and when the reserves of the Fund are going to be restored to the level set pursuant to SECTION 12F of this Agreement.

(3) Nothing stated in this SECTION 10 or this Agreement shall be construed to obligate United to expend any funds from any source other than the Fund.

(4) Nothing herein shall be construed as obligating the City or the Agency to provide funding provided in SECTION 12F(2) unless Contractors and Future Contractors with cumulative entitlement excess of seventy five percent (75%) of the allocated peak capacity determine that repairs or improvements are necessary.

(5) The City of Oxnard and the Agency acknowledge and accept that the Fund's reserve on July 1, 1996 may be less than the goal of fifty-percent annual operations and maintenance expenditures because of United's use of cash reserves which accrued under previous contract and agreements related to the Fund to replenish other related United financial accounts (Freeman Diversion Fund and General Fund) as a result of the City of Oxnard's failure to purchase water from United between July of 1995 and June 30, 1996. The City of Oxnard and the Agency consent to the use of the Fund reserves for these purposes, provided that in years where the cumulative water purchases by All Contractors exceed their forecasted use based upon the annual, running average: usage for the prior five years, the Fund shall be entitled to a refund of the associated Freeman Diversion and District-wide pump charges equal to the amount created by the excess usage.

As of June 30, 2000 the necessary funds were transferred from the Fund to the Freeman and General Funds and then refunded back, at a later date, to the Fund in order to satisfy the agreed upon stipulation of this Section.

G. The rates may be changed from time to time by United in light of its experience in operating the system, determining overhead costs, maintaining adequate reserves and the water delivery system. All Contractors shall have the right to inspect United's computations in determining such charges and upon request, United will re-compute same provided such request shall not be made until at least one year has passed since the latest re-computation. Disagreements in the rate setting process will be resolved per the terms of SECTION 18.

SECTION 13. NOTIFICATION FOR START OR STOP OF DELIVERIES Under ordinary circumstances the parties will give each other forty-eight (48) hours notice in advance of the time when they wish to stop or start delivery of water. An event which may cause a material change in the quantity and quality of the water delivered under this Agreement will be immediately noticed to All Contractors.

SECTION 14. FUTURE ANNEXATIONS BY CONTRACTOR If any area hereinafter is annexed by Any Contractor, the people or land area or industries covered by the annexation will automatically be bound by all of the terms of this contract

SECTION 15. HOLD HARMLESS Except in case of Any Contractor's negligence or misconduct, United agrees to hold Any Contractor harmless if United is involved in any litigation resulting from United's operations of the Pipeline to the point of delivery to that Contractor. Except in case of United's negligence or misconduct, as established by a written stipulation or agreement signed by United, or by judgment in a court of competent jurisdiction, All Contractors agree to hold United harmless if Any Contractor is involved in litigation resulting from that Contractor's operations after receiving water at said point of delivery.

SECTION 16. WATER RIGHTS AND EASEMENTS Nothing in this Agreement shall be construed to grant, or shall confer upon Any Contractor, any rights or easements in United's conduits, distribution systems, dams or other facilities or any rights to water conserved or appropriated by means thereof except as provided herein. Nothing in this Agreement shall be construed to grant, or shall confer upon United, any rights or easements in Any Contractor's conduits, distribution systems, dams or other facilities or appropriated by means thereof except as provided herein.

SECTION 17. TERM AND OPTION TO WITHDRAW

A. Term The term of this Agreement shall begin on July 1, 1996 and shall automatically expire on June 30, 2036. The City of Oxnard and the Agency have the option to withdraw from the Agreement as more fully set forth in Section 17B hereof. All prior Agreements and/or amendments related to delivery of water through the O/H pipeline are superseded by this Agreement as of July 1, 1996. The parties agree to review the terms of the contract every ten (10) years, beginning ten (10) years from the date of execution.

B. Option to Withdraw The City of Oxnard and the Agency each have the option to withdraw as a party to this Agreement effective June 30, 2016. This option is exercisable by giving written notice to United, in accordance with Section 19L, not less than twelve (12) months but not more than twenty-four (24) months prior to the effective date of withdrawal notifying United of its intention to withdraw. Failure to give notice within the permitted period of time shall cause the option to lapse. Upon exercise of the option any withdrawing party shall continue to be bound by this Agreement through the withdrawal effective date of June 30, 2016, and any withdrawing party shall remain liable, after the date of withdrawal, for all costs, charges, assessments or any other sums required to be paid by the withdrawing party that remain unpaid after the date of withdrawal. Any distribution of Suballocations or Subcredits shall be decided by the mutual agreement of United and the withdrawing party at the time of withdrawal consistent with the term of this Agreement. The withdrawing party shall have the right to assign its peak capacity in the pipeline in accordance with the provisions of SECTION 4 of this Agreement.

SECTION 18. RESOLUTION OF DISPUTES

A. Advisory Committee The parties to this Agreement shall exercise best efforts to resolve disputes through the development of a consensus. An advisory committee shall be established comprised of one representative from United, one representative from Any Contractor who has more than twenty five percent (25%) of peak capacity and one additional representative who shall be selected by a vote of All Contractors with less than twenty five percent (25%) peak capacity. If such a representative cannot be selected by All Contractors with less than twenty five percent (25%) peak capacity, one shall be appointed by the other members of the committee. This advisory committee shall be formed for the general purpose of ensuring this Agreement is being administered and implemented in accordance with the desires of United and All Contractors. The United representative shall be the Chair of the advisory committee. The Chair shall have the responsibility for scheduling all meetings required under this SECTION 18. A meeting of this committee can be requested by Any Contractor at any time.

B. Annual Meeting The advisory committee shall meet annually, or as often as necessary, for the purpose of reviewing the administration and implementation of this Agreement. The advisory committee shall use best efforts to obtain consensus on the appropriate resolution of technical, administrative, financial, legal and operation issues that, may arise from time to time.

C. Dispute Resolution Procedure The parties to this Agreement shall submit any dispute, without limitation, related to or arising under this Agreement to the advisory committee for consideration. The party or parties raising the dispute shall be required to submit a description of the dispute in writing to the Chair within 14 calendar days of the Chair's receipt of the written notice, the Chair shall transmit the written notice to the other members of the advisory committee and any interested parties. The Chair shall schedule a meeting as soon as possible for the purpose of addressing the identified dispute. The Advisory committee shall convene a meeting within 30 calendar days of the Chair's receipt of the written notice of dispute and it shall use good faith and best efforts to resolve the dispute.

D. Content of Written Notice of the Dispute The Notice shall provide a brief description of the nature of the dispute and any relevant background information that will assist the advisory committee in its attempt to equitably resolve the matter. The notice shall identify the party or parties that the dispute involves and the nature of the decision or relief requested.

E. Failure of the Advisory Committee to Resolve the Dispute In the event that the advisory committee cannot resolve the dispute to the satisfaction of the parties to this Agreement the parties agree that they will schedule a joint meeting of their designated elected representatives (or, if none are elected, then appointed representatives), who, after considering all of the facts, will attempt to reach consensus. Failing that, the parties may then freely pursue any remedy they may otherwise have under the law.

F. Emergency Exception In cases where a dispute arising between the parties that, if unresolved, may result in imminent danger to the public, health, safety or welfare, the parties shall not be subject to the provisions of this SECTION 18.

SECTION 19. OTHER PROVISIONS

A. Successors This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective successors in interest as more fully set forth herein. A successor in interest shall not be entitled to receive any benefits under this Agreement until the successor agrees in writing to be bound by this Agreement. Nothing in this Agreement shall be construed to invalidate or otherwise require further approval of the prior assignment of Ocean View Municipal Water District's right title and interest in pipeline capacity to the City of Oxnard under the Joint Powers Agreement between the City, of Oxnard, the United Water Conservation District and the Ocean View Municipal Water District, dated June 14, 1967. Such assignment was complete on June 15, 1992 and the division of Pipeline capacity under Section 4 of this Agreement acknowledges the prior assignment and the City of Oxnard as the successor in interest to the rights once held by Ocean View Municipal Water District.

B. Authority The individuals executing this Agreement hereby represent and warrant that each of them has the authority to enter into this Agreement and to perform all acts required by this Agreement and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement.

C. Governing Law This Agreement shall be governed by and interpreted in accordance with the laws of the State of California with venue proper only in the County of Ventura, State of California.

D. Attorneys Fees If any action, at law or in equity, including any action for declaratory relief and including any arbitration or mediation, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys fees and costs of suit, which shall be determined by the court, the arbitrator or the mediator in the same or separate action brought for that purpose. This provision shall not apply to the dispute resolution procedure set forth in SECTION 18 above.

E. Interpretation The provisions and language of this Agreement shall be interpreted in accordance with the plain meaning thereof and shall not be construed for or against any of the parties hereto.

F. Good Faith The parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents, as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

G. Headings The headings used in this Agreement are for convenience and reference only and shall not be utilized in the construction of the terms or provisions of this Agreement.

H. Severability If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable, shall be modified or changed by the parties to the extent possible to carry out the intentions and directives set forth in this Agreement.

I. Counterparts This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original; but all of which shall constitute one and the same instrument.

J. Assignment Except as expressly provided herein, no party shall have the right to assign its rights or delegate any of its obligations or duties hereunder without the express written consent of the other party which consent shall not be unreasonably withheld.

K. Waiver The waiver of any breach of any provision hereunder by any party to this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

L. Notices All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective, shall be in writing and shall be delivered either in person, via facsimile (receipt verified) or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party to whom the notice is directed at the address of each such party as follows:

To: CITY OF OXNARD	Water Superintendent 251 Hayes Avenue Oxnard, CA 93030
To: PORT HUENEME WATER AGENCY	Public Works Director/Finance Director 250 North Ventura Road Port Hueneme, CA 93041
To: DEMPSEY ROAD MUTUAL WATER COMPANY	2265 Samuel Avenue Oxnard, CA 93033
To: SAVIERS, ROAD MUTUAL WATER COMPANY	P.O. Box 64 Oxnard, CA 93032
To: CYPRESS MUTUAL WATER COMPANY	135 Magnolia Avenue Oxnard, CA 93030
To: RIO SCHOOL DISTRICT	3300 Cortez Street Oxnard, CA 93030
To: DONLON FARMS	P.O. Box 839 Somis, CA 93066
To: MUTUAL WATER COMPANY of VINEYARD AVENUE ESTATES	P.O. Box 5065 Oxnard, CA 93031
To: UNITED WATER CONSERVATION DISTRICT	106 N. 8th Street Santa Paula, CA 93060

any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address as herein provided.

M. Amendment Adjustments and amendments to this Agreement and its terms and conditions shall only be made by written mutual agreement of the parties and signed by a duly authorized official representing each party.

N. Entire Agreement This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, agreements and understandings of the parties, relating to the subject matter of this Agreement. This Agreement shall be executed by all persons who receive water from the O/H Pipeline, present and future, in identical form. This Agreement may not be modified in any way except in writing, signed by all parties.

O. Conditions Precedent to Operation of Agreement Although this Agreement may be executed by all parties, its provisions shall not be enforceable by or against any party unless or until there is strict performance of the following conditions precedent:

(1) Execution of the Below Listed Agreements. As a first, separate and independent condition precedent, the parties hereto shall each have executed the below-listed agreements:

a. Water Supply Agreement for Delivery of Water through the Oxnard/Hueneme Pipeline (Parties: City of Oxnard, Port Hueneme Water Agency and United Water Conservation District).

b. Water Lease Agreement (Parties: United Water Conservation District and Port Hueneme Water Agency).

c. Imported Water Service Agreement (Parties: Port Hueneme Water-Agency and Calleguas Municipal Water District)

d. Water Treatment, Plant Site Facilities and Land-Lease, Agreement (Parties: City of Oxnard and Port Hueneme Water Agency)

e. Navy Utility Service Contract (Parties: Port Hueneme Water Agency and Department of the Navy)

(2) Metropolitan Water District and Calleguas Municipal Water District Approvals. As a second, separate and independent condition precedent, Metropolitan Water District (MWD) shall have issued final written approval of any required annexation of the Port Hueneme Agency or its service areas to the boundaries of Metropolitan Water District and Calleguas Municipal Water District and the Agency has transferred the required annexation fees to MWD and the District and the annexation is completed in total.

(3) Approval of Transfer or Assignment of Fox Canyon Groundwater Management Agency Credits. As a third, separate and independent condition precedent to the enforcement of this Agreement, unless this condition is expressly waived in writing by the Port Hueneme Water Agency, the parties must obtain written authorization of the Fox Canyon Groundwater Management Agency approval of:

a. The transfer of pumping allocations and/or credits held by Port Hueneme Water Agency customers to Port Hueneme Water Agency;

b. The transfer of pumping allocations and/or credits held by Port Hueneme Water Agency or its customers to United Water Conservation District; and

c. The transfer or assignment of approximately 700 credits held by the Port Hueneme Water Agency or its members to Calleguas Municipal Water District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Dated this 20th day of September, 2001

CITY OF OXNARD

By: M. Malm Jr.
Mayor

By: Gerardo A. Lopez
for City Clerk

PORT HUENEME WATER AGENCY

By: Vicki Rios
President

By: [Signature]
Secretary/Treasurer

**DEMPSEY ROAD MUTUAL
WATER COMPANY**

By: Jesus B. Franco
President

By: [Signature]
Secretary/Treasurer

**SAVIERS ROAD MUTUAL
WATER COMPANY**

By: John A. Stills
President

By: [Signature]
Secretary/Treasurer

CYPRESS MUTUAL WATER COMPANY

By: [Signature]
President

By: Debbie L Hunt
Secretary/Treasurer

RIO SCHOOL DISTRICT

By: [Signature]
Superintendent

By: [Signature]
Secretary/Treasurer

DONLON FARMS

By: [Signature]
President

By: [Signature]
Secretary/Treasurer

**MUTUAL WATER COMPANY of
VINEYARD AVENUE ESTATES**

By: [Signature]
President

By: [Signature]
Secretary/Treasurer

UNITED WATER CONSERVATION DISTRICT

By: [Signature]
President

By: [Signature]
Secretary/Treasurer

Exhibit A

EXAMPLE OF FIXED, VARIABLE AND MARGINAL OPERATION AND MAINTENANCE COSTS ATTRIBUTED TO THE O/H PIPELINE (Each Rate Defined in Section 1 of the Agreement)

Fixed operation and maintenance costs attributable to the O/H Pipeline

O/H Enterprise Fund Debt Service (Principal, interest and financing costs)
General & Administrative Expense (allocated UWCD Overhead)
Permits / Licenses
Insurance
Water Quality Services
Telephone Service
Ten Percent (10%) of Employee Salaries (including Overtime, standby, etc.)
Ten Percent (10%) of Employee Benefits
Ten Percent (10%) of Maintenance Costs
Ten Percent (10%) of Water Treatment Chemicals

Variable operation and maintenance costs attributable to the O/H Pipeline

District-wide Pump Charge (Added to OH Rates per AF of water delivered)
Freeman Diversion Pump Charge (Added to OH Rates per AF of water delivered)
GMA (Fox Canyon) Pump Charge (Added to OH Rates per AF of water delivered)
Ninety percent (90%) of Employee Salaries (including Overtime, standby, etc.)
Ninety percent (90%) of Employee Benefits
Ninety percent (90%) of Maintenance Costs
Ninety percent (90%) of Water Treatment Chemicals
Safety Clothing and Supplies
Utilities (not include does Telephone Service)
Office Expense
Professional Fees
Rents and leases
Small Tools & Equipment
Fuel-Gasoline-Diesel
Travel, Meetings, Training
Miscellaneous
Depreciation
Capital Outlay (rate financed, versus debt financed, for fixed assts or improvements)

Marginal operation and maintenance costs attributable to the O/H Pipeline

Utilities (does not include Telephone Services)
Water Treatment Chemicals
Maintenance Costs

OXNARD/HUENEME PIPELINE - Cashflow

Line No	Budget FY 2001/2002	1st Yr FY 2002/2003	2nd Yr FY 2003/2004	3rd Yr FY 2004/2005	4th Yr FY 2005/2006	5th Yr FY 2006/2007
REVENUES:						
1	Water Deliveries - Existing Rates	2,147,100	2,605,100	2,595,000	2,629,900	2,665,500
2	Revenue Increase	470,167	0	0	0	0
3	Oxnard Payment	-	0	0	0	0
4	Fox Canyon GMA	39,556	39,600	39,600	39,600	39,600
5	Late Charges	10,320	10,310	10,310	10,310	10,310
6	Interest Revenue	28,300	24,900	14,900	300	0
7	One time revenue	-	48,955	43,295	42,551	42,230
8	All Other	12,500	12,500	12,500	12,500	12,500
9	Total Revenue	2,707,943	2,741,365	2,715,605	2,735,141	2,770,140
EXPENDITURES:						
10	Salaries	313,492	322,900	332,600	342,600	352,900
11	Benefits	96,312	99,200	102,200	105,300	108,500
12	Clothing & Supplies	7,200	7,400	7,600	7,800	8,000
13	Telephone	5,500	5,700	5,900	6,100	6,300
14	Permits & Licenses	11,500	11,800	12,200	12,600	13,000
15	Water Treatment Chemicals	35,600	36,800	37,900	39,100	40,200
16	Maintenance	168,633	173,700	178,900	184,300	189,800
17	Miscellaneous	-	-	-	-	-
18	Office Expense	9,819	10,100	10,400	10,700	11,000
19	Water Quality Services	44,750	46,100	47,500	48,900	50,400
20	Professional Fees	8,800	9,100	9,400	9,700	10,000
21	Rents & Leases	5,000	5,200	5,400	5,600	5,800
22	Fox Canyon GMA	39,556	39,600	39,600	39,600	39,600
23	Small Tools & Equipment	11,380	11,700	12,100	12,500	12,900
24	Gasoline & Diesel Fuel	9,250	9,500	9,800	10,100	10,400
25	Travel, Meetings & Training	1,800	1,900	2,000	2,100	2,200
26	Utilities	800,000	827,700	852,500	878,100	904,400
27	General & Admin. Insurance	16,966	17,500	18,000	18,500	19,100
28	General & Admin. Expense	303,569	312,700	322,100	331,800	341,800
29	General & Admin. Capital	-	-	-	-	-
30	Depreciation	348,000	348,000	348,000	348,000	348,000
31	Existing Debt service	722,537	722,500	722,500	722,500	722,500
32	New Debt Service	45,917	137,591	170,200	191,600	206,800
33	Capital Outlay	71,768	73,900	76,100	78,400	80,800
34	Total Expenses	3,077,349	3,230,591	3,322,900	3,405,900	3,553,600
35	Net: surplus / (shortfall)	(369,406)	(489,226)	(607,295)	(670,759)	(747,094)
Fund 450 Cash Balance Analysis						
36	Beginning cash balance	750,000	742,465	601,239	341,944	19,185
37	Excess of Revenues Over/(Under) Expenditures	(369,406)	(489,226)	(607,295)	(670,759)	(747,094)
38	Add back non cash item: Depreciation	348,000	348,000	348,000	348,000	348,000
39	Encumbrances	0	0	0	0	0
40	Designated for Rate Stabilization/Debt service	0	0	0	0	0
41	Reserves Applied to 98 Revenue Bonds	13,871	0	0	0	0
42	Transfer from (to) Rate Stabilization	0	0	0	0	0
43	Required Reserve	(777,450)	(777,450)	(777,450)	(777,450)	(777,450)
44	Cash Available	(\$34,985)	(\$176,211)	(\$435,506)	(\$758,265)	(\$1,523,619)
Construction Fund						
45	Beginning cash balance	-	324,901	19,100	34,131	53,010
46	Capital Improvements	(1,194,583)	(600,500)	(50,000)	(305,000)	-
47	Capital Outlay	(233,393)	(96,600)	(99,500)	(102,500)	(105,600)
48	Sole Benefit Capital	-	-	-	-	-
49	Capital Improvement Encumbrances	-	-	-	-	-
50	Cash Financed Capital	71,768	73,900	76,100	78,400	80,800
51	Sole Benefit Revenues	-	-	-	-	-
52	Grant/Other financing	16,736	-	-	-	-
53	Revenue Bond Proceeds	1,716,084	347,099	97,800	388,700	47,100
54	Capital Financing Issuance Expense [2]	(39,834)	(10,400)	(2,900)	(11,700)	(1,400)
55	Deposit to Debt Service Reserve	0	(27,900)	(7,800)	(31,200)	(3,800)
56	Interest Income	8,123	8,600	1,331	2,179	3,157
57	Cash Available	\$324,901	\$19,100	\$34,131	\$53,010	\$73,267
Rate Stabilization Fund						
58	Beginning cash balance	53,042	41,571	43,671	45,371	48,271
59	Designated for Rate Stabilization/Debt service	-	-	-	-	-
60	Reserves Applied to 98 Revenue Bonds	(13,571)	0	0	0	0
61	Transfer from (to) Fund 450	0	0	0	0	0
62	Interest Income	2,400	2,100	2,200	2,400	2,500
63	Cash Available	\$41,571	\$43,671	\$45,371	\$48,271	\$50,771

Budget Year 2002 Rate Calculations

Line	EXPENDITURES	Budget		Utilities		Percent per Contract	Fixed Costs *	Percent per Contract	Variable Costs *	Marginal is
		FY 2001-2002	Chemicals & Maint % Adj							
1	Salaries	\$ 313,492	\$ 313,492			10%	\$ 31,349	90%	\$ 282,143	\$ -
2	Benefits	96,312	96,312			10%	9,631	90%	86,681	-
3	Clothing & Supplies	7,200	7,200					100%	7,200	-
4	Telephone	5,500	5,500							-
5	Permits & Licenses	11,500	11,500			100%	11,500			-
6	Water Treatment Chemicals	35,600	23,769			10%	2,377	90%	25,892	6.83
7	Maintenance	163,633	136,275			10%	13,623	90%	122,643	32.35
8	Miscellaneous	-	-					100%	-	-
9	Office Expense	9,319	9,319					100%	9,319	-
10	Water Quality Services	44,750	44,750			100%	44,750			-
11	Professional Fees	3,300	3,300							-
12	Rents & Leases	5,000	5,000					100%	5,000	-
13	Fox Canyon GMA	39,556	39,556					100%	39,556	-
14	Small Tools & Equipment	11,380	11,380					100%	11,380	-
15	Gasoline & Diesel Fuel	9,250	9,250					100%	9,250	-
16	Travel, Meetings & Training	1,800	1,800					100%	1,800	-
17	Utilities	300,000	646,492					100%	646,492	153.50
18	General & Admin. Insurance	16,966	16,966			100%	16,966			-
19	General & Admin. Expense	303,569	303,569			100%	303,569			-
20	General & Admin. Capital	-	-			100%	-			-
21	Depreciation	348,000	348,000					100%	348,000	-
22	Existing Debt service	722,537	722,537			100%	722,537			-
23	New Debt Service	45,917	45,917			100%	45,917			-
24	Capital Outlay	71,768	71,768						71,768	-
25		-	-					100%	-	-
26		-	-					100%	-	-
27	Total Expenses	3,077,349	2,384,652				1,208,224		1,676,429	192,697
28	Credits against costs:									
29	Interest Revenue								(23,300)	
30	Other								(22,320)	
31	Benefit revenue									
32	Fox Canyon GMA								(39,556)	
33	One-time Revenue									
34	Net: surplus / (shortfall)						(13,871)		(355,535)	
35	Total Requirements	\$ 3,077,349	\$ 2,384,652				\$ 1,194,353		\$ 1,230,218	\$ 192,697

Calculated Rates with Rate Stabilization		Units of peak capacity	53.00	Acre feet	10,655	Acre feet	2,530
		Fixed rate	\$ 22,535	Variable rate	\$ 115.46	Marginal rate	\$ 76.16

Revenue with Rate Stabilization	53.00	\$ 22,535	\$1,194,355	10,655	\$115.46	\$1,230,226	2,530	\$76.16	\$192,685
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Calculations Excluding Rate Stabilization Funds

Total Requirements	\$ 3,077,349	\$ 2,384,652	\$ 1,194,353	\$ 1,230,218	\$ 192,697
Additions/ Deletions					
Reserves Applied to 98 Revenue Bonds			\$ 13,871		
Transfer from (to) Rate Stabilization				\$ -	
	\$ 3,077,349	\$ 2,384,652	\$ 1,208,224	\$ 1,230,218	\$ 192,697

Calculated Rates without Rate Stabilization		Units of peak capacity	53.00	Acre feet	10,655	Acre feet	2,530
		Fixed rate	\$ 22,797	Variable rate	\$ 115.46	Marginal rate	\$ 76.16

Revenue without Rate Stabilization	53.00	\$ 22,797	\$1,208,241	10,655	\$115.46	\$1,230,226	2,530	\$76.16	\$192,685
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Rate Summary		With Rate Stabilization	Without Rate Stabilization		
Fixed	\$ 22,535	\$ 22,797			
Variable	\$ 115.46	\$ 115.46			
Marginal	\$ 76.16	\$ 76.16			

United Water Conservation District
Oxnard/Hueneme Pipeline

Existing and Projected Rates:

		2002	2003	2004	2005	2006	2007
Fixed	- per cfs	\$22,528.00	\$23,203.84	\$23,899.96	\$24,616.96	\$25,355.47	\$26,116.13
Variable	- per ac-ft	\$115.50	\$118.97	\$122.54	\$126.22	\$130.01	\$133.91
Marginal	- per ac-ft	\$76.16	\$78.44	\$80.79	\$83.21	\$85.71	\$88.23

Cashflow

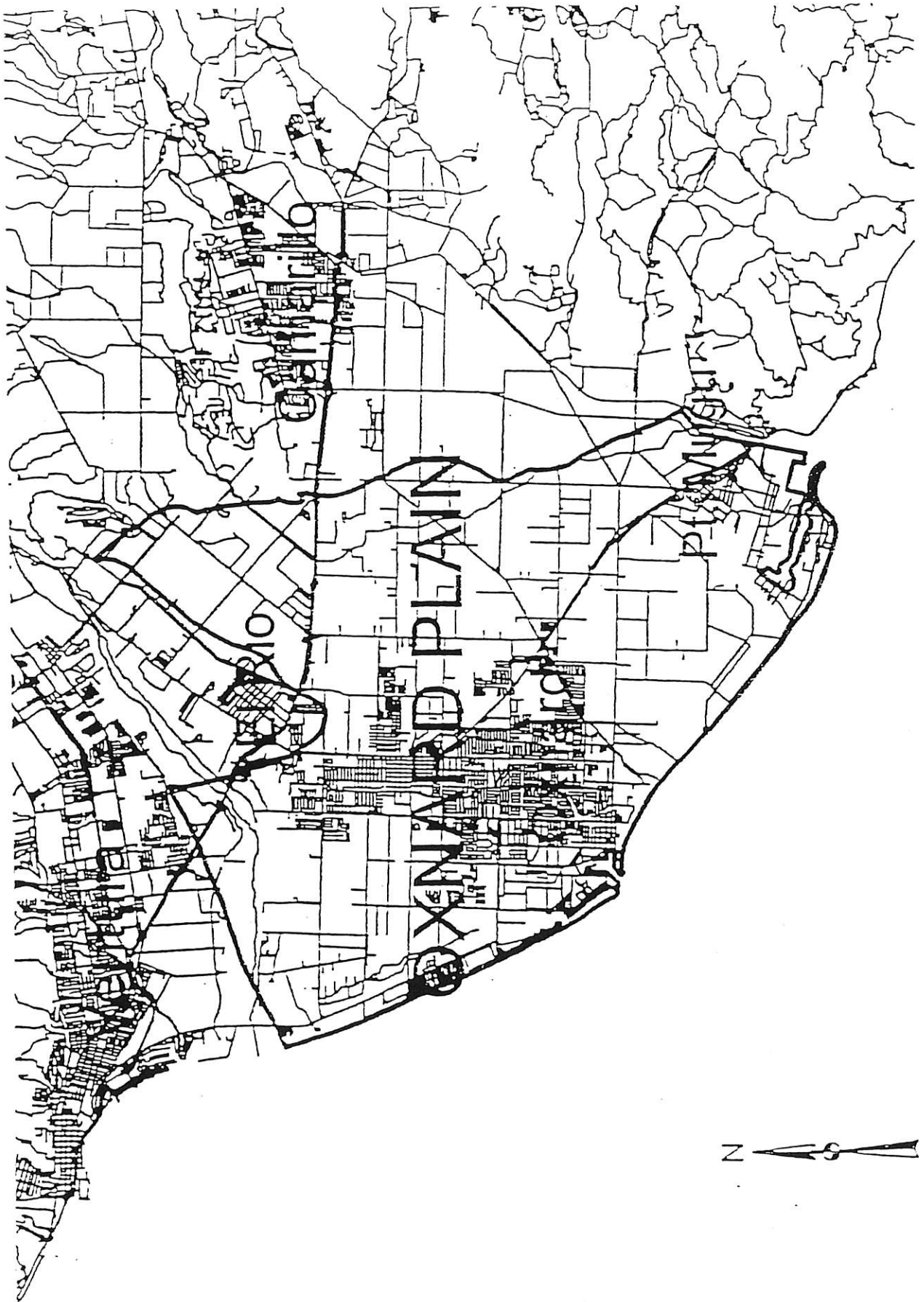
	Budget FY 2001/2002	FY 2002/2003	FY 2003/2004	FY 2004/2005	FY 2005/2006	FY 2006/2007
REVENUES:						
Water Deliveries - Existing/Proposed Rates	2,649,600	2,683,300	2,763,300	2,846,800	2,932,200	3,020,200
Oxnard Payment	0	0	0	0	0	0
Fox Canyon GMA	39,556	39,600	39,600	39,600	39,600	39,600
Late Charges	10,320	10,310	10,310	10,310	10,310	10,310
Interest Revenue	29,100	28,700	26,900	24,800	21,300	18,400
One time revenue(unrecovered variable)	0	49,000	50,400	52,000	53,500	55,100
All Other	12,500	12,500	12,500	12,500	12,500	12,500
Total Revenue	2,741,076	2,823,410	2,903,510	2,986,010	3,069,410	3,156,110
Salaries	313,492	322,900	332,600	342,600	352,900	363,500
Benefits	96,312	99,200	102,200	105,300	108,500	111,800
Clothing & Supplies	7,200	7,400	7,600	7,800	8,000	8,200
Telephone	5,500	5,700	5,900	6,100	6,300	6,500
Permits & Licenses	11,500	11,800	12,200	12,600	13,000	13,400
Water Treatment Chemicals	35,600	36,800	37,900	39,100	40,200	41,500
Maintenance	168,633	173,700	178,900	184,300	189,800	195,500
Miscellaneous	0	0	0	0	0	0
Office Expense	9,819	10,100	10,400	10,700	11,000	11,300
Water Quality Services	44,750	46,100	47,500	48,900	50,400	51,900
Professional Fees	8,800	9,100	9,400	9,700	10,000	10,300
Rents & Leases	5,000	5,200	5,400	5,600	5,800	6,000
Fox Canyon GMA	39,556	39,600	39,600	39,600	39,600	39,600
Small Tools & Equipment	11,380	11,700	12,100	12,500	12,900	13,300
Gasoline & Diesel Fuel	9,250	9,500	9,800	10,100	10,400	10,700
Travel, Conferences & Meetings	1,800	1,900	2,000	2,100	2,200	2,300
Utilities	800,000	827,700	852,500	878,100	904,400	931,600
General & Admin. Insurance	16,966	17,500	18,000	18,500	19,100	19,700
General & Admin. Expense	303,569	312,700	322,100	331,800	341,800	352,100
General & Admin. Capital	0	0	0	0	0	0
Depreciation	348,000	348,000	348,000	348,000	348,000	348,000
Existing Debt service	722,537	722,500	722,500	722,500	722,500	722,500
New Debt Service	45,917	137,591	170,200	191,600	206,800	210,700
Capital Outlay	71,768	73,900	76,100	78,400	80,800	83,200
Total Expenses	3,077,349	3,230,591	3,322,900	3,405,900	3,484,400	3,553,600
Net: surplus / (shortfall)	(336,273)	(407,181)	(419,390)	(419,890)	(414,990)	(397,490)

Fund 450 Cash Balance Analysis

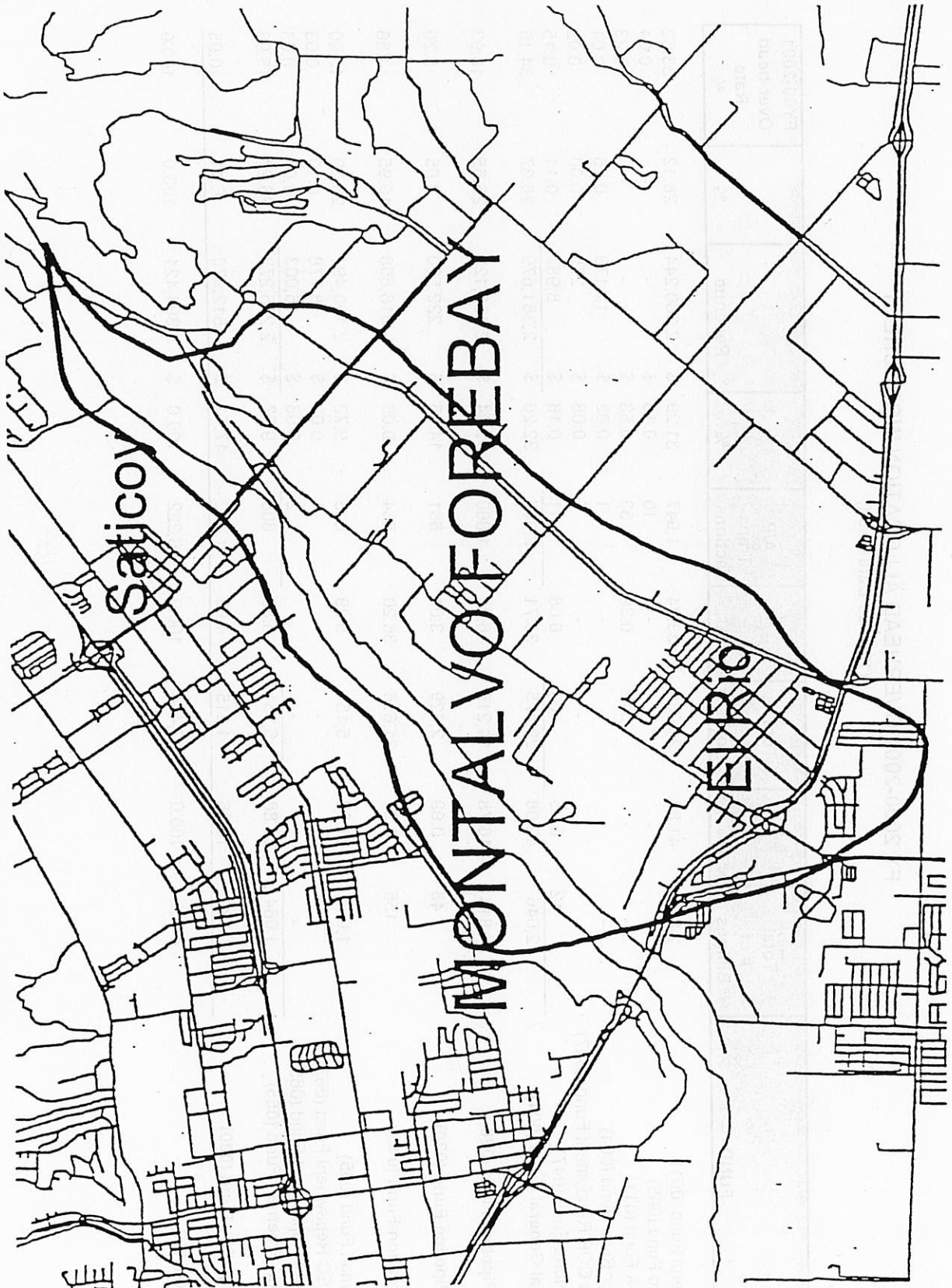
Beginning cash balance	\$750,000	\$777,450	\$748,269	\$705,421	\$633,531	\$566,541
Excess of Revenues Over/(Under) Expenditure	(336,273)	(407,181)	(419,390)	(419,890)	(414,990)	(397,490)
Add back non cash item: Depreciation	348,000	348,000	348,000	348,000	348,000	348,000
Encumbrances	0	0	0	0	0	0
Designated for Rate Stabilization/Debt service	0	30,000	28,542	0	0	0
Reserves Applied to 98 Revenue Bonds	0	0	0	0	0	0
Transfer from (to) Rate Stabilization	15,723	0	0	0	0	0
Required Reserve	(777,450)	(777,450)	(777,450)	(777,450)	(777,450)	(777,450)
Cash Available	\$0	(\$29,181)	(\$72,029)	(\$143,919)	(\$210,909)	(\$260,399)
Beginning cash balance	0	324,901	19,100	34,131	53,010	73,267
Capital Improvements	(1,194,583)	(600,500)	(50,000)	(305,000)	0	0
Capital Outlay	(233,393)	(96,600)	(99,500)	(102,500)	(105,600)	(108,800)
Sole Benefit Capital	0	0	0	0	0	0
Capital Improvement Encumbrances	0	0	0	0	0	0
Cash Financed Capital	71,768	73,900	76,100	78,400	80,800	83,200
Sole Benefit Revenues	0	0	0	0	0	0
Grant/other financing	16,736	0	0	0	0	0
Revenue Bond Proceeds	1,716,084	347,099	97,800	388,700	47,100	48,800
Capital Financing Issuance Expense [2]	(59,834)	(10,400)	(2,900)	(11,700)	(1,400)	(1,500)
Deposit to Debt Service Reserve	0	(27,900)	(7,300)	(31,200)	(3,800)	(3,900)
Interest Income	3,123	8,600	1,331	2,179	3,157	4,214
Cash Available	324,901	19,100	34,131	53,010	73,267	95,281
Beginning cash balance	53,042	39,619	10,919	(17,623)	(17,623)	(17,623)
Designated for Rate Stabilization/Debt service	0	(30,000)	(28,542)	0	0	0
Reserves Applied to 98 Revenue Bonds	0	0	0	0	0	0
Transfer from (to) Fund 450	(15,723)	0	0	0	0	0
Interest Income	2,300	1,300	0	0	0	0
Cash Available	39,619	39,619	10,919	(17,623)	(17,623)	(17,623)

Oxnard Plain

Exhibit B



Montalvo Forebay



FY 2000-2001 OVERHEAD ALLOCATION WORKSHEET

(1998-99 Data Used)

FUND	Total # of Billings	%	Total Labor Hours	%	A/P Transactions	%	Revenue	%	FY00-2001 Over-head Rate %
General Fund (001)	2,034	41.83	29,065	33.24	1,947	31.29	\$ 2,360,244	28.12	33.62
Hydro Fund (005)	-	-	-	-	10	0.16	\$ -	-	0.04
FEMA Fund (011)	-	-	342	0.39	33	0.53	\$ -	-	0.23
Upper River Fund (004)	-	-	-	-	1	0.02	\$ 12,173	0.15	0.04
1996 COP Repayment Fund (067)	-	-	-	-	5	0.08	\$ 275	0.00	0.02
Del Norte Fund (047)	12	0.25	68	0.08	11	0.18	\$ 8,987	0.11	0.15
Total General Fund (001)	2,046	42.08	29,475	33.71	2,007	32.26	\$ 2,381,679	28.37	34.10
OH Pipeline Fund (020)	816	16.78	14,218	16.26	1,060	17.04	\$ 2,153,122	25.65	18.93
PV Pipeline Fund (030)	48	0.99	2,629	3.01	881	14.16	\$ 222,520	2.65	5.20
Recreation Fund (040)	156	3.21	31,656	36.20	564	9.06	\$ 918,858	10.95	14.86
Freeman Fund (055)	1,064	21.88	5,151	5.89	605	9.72	\$ 2,190,491	26.09	15.90
BUREC Repayment Fund (063)	-	-	-	-	1	0.02	\$ 8,778	0.10	0.03
Prop 44 Repayment Fund (065)	-	-	-	-	2	0.03	\$ 6,003	0.07	0.03
Total Freeman Fund (055)	1,064	21.88	5,151	5.89	608	9.77	\$ 2,205,272	26.27	15.96
PT Pipeline Fund (080)	732	15.06	4,315	4.93	1,102	17.71	\$ 512,970	6.11	10.95
TOTAL	4,862	100.0	87,444	100.0	6,222	100.0	\$ 8,394,421	100.0	100.0

Exhibit D

RESOLUTION NO. 00-08

A RESOLUTION OF THE BOARD OF DIRECTORS
OF UNITED WATER CONSERVATION DISTRICT
APPROVING OVERHEAD ALLOCATION RATES
FOR FISCAL YEAR 2000-2001

WHEREAS, a reasonable basis for the allocation of overhead expenses must be established; and

WHEREAS, management has reviewed the relationship of overhead expenses to the various funds and programs of the District; and

WHEREAS, the review considered the relative proportion of each fund's expenditures to total operating expenditures, the units of billings per fund, the direct labor hours worked in each fund, the number of accounts payable transactions in each fund and the revenue generated in each fund; and

WHEREAS, in the judgment of management and after review by the Finance Committee the following allocation of overhead expenses is both equitable and rational;

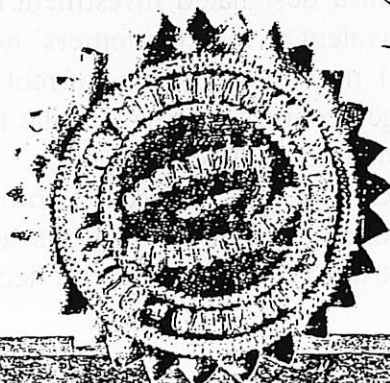
NOW, THEREFORE, be it resolved that District overhead expenses shall be allocated proportionately to the District's operating funds as follows:

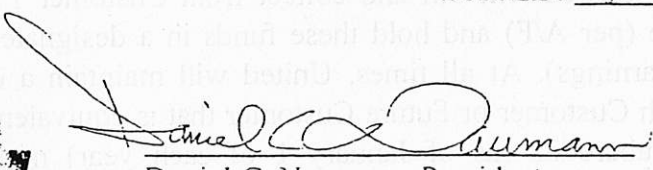
General Fund	34.10%
Freeman	15.95%
Recreation	14.86%
O-H Pipeline	18.93%
PV Pipeline	5.20%
PT Pipeline	10.96%

This foregoing resolution was approved by the Board of Directors of the United Water Conservation District at a Regular Board Meeting.

DATED: June 22, 2000

ATTEST:




Daniel C. Naumann, President

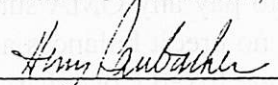

Henry Laubacher, Secretary/Treasurer

Exhibit E

Hypothetical Example

Sub-credit Accounting System (based on calendar year)

(First to take excess deliveries, First to Pay)

Pumping in Excess of Suballocation (A/F)

<u>Agency</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
Customer 1	+20	+20	0	+10
Accumulated Subcredits	-20	-20	-10	
Customer 2	-20	0	+10	+10
Accumulated Subcredits	+20	+20	+10	0
Customer 3	0	0	0	+10
Accumulated Subcredits	0	0	0	0
O/H Pipeline	0	+20	+10	+30

In the example provided above, three agencies (Customers 1, 2, and 3) have taken deliveries over a 4-year period.

In the first year, Customer 1 took delivery of 20 A/F in excess of its Suballocation, Customer 2 took 20 A/F less than its Suballocation and Customer 3 took exactly the amount of its Suballocation. In this instance, while no GMA penalties are due on the El Rio Well Field, as excess pumping by one Customer is offset by underpumping by another. Customer 1 has however incurred an obligation (liability) to be the first to pay any future penalties, if and when assessed, while Customer 2 receives 20 Subcredits as a result of under-pumping. In this case United will bill and collect from Customer 1 for 20 A/F multiplied by the current GMA surcharge rate (per A/F) and hold these funds in a designated trust account (where it will accrue investment/interest earnings). At all times, United will maintain a designated investment/interest earning trust account for each Customer or Future Customer that is equivalent to each Customers' negative accumulated balance of subcredits (as of January 1 of each year) multiplied by the current GMA surcharge per A/F. These funds will be used to pay any GMA surcharge penalties assessed on the EL Rio Well Field as a result of over-pumping when no credit balances are available to offset the penalty. United will invoice (as part of the January through June Fixed Cost charge) each Customer, as needed, in order to collect the necessary amount needed to maintain the appropriate amount for each Customer's accrued liability. If at any time a Customer reduces its negative credit balances from the prior year via decreased

water deliveries (thus earning credits) funds from the designated trust account will be correspondingly returned to the Customer at the rate it was collected by United. Any investment/interest earnings that have accumulated will only be returned at such a time as the Customer has a zero (0) or positive balance of credits. GMA surcharge penalties will be paid from each Customers' trust account in the order (or proportionate order if more than one Customer exceeded their allocation) of earliest excess water deliveries to the most current excess deliveries, as described in this hypothetical example.

United will maintain necessary records to record the year in which excess water deliveries through the Pipeline occurs, for all Customers, and how much excess water was delivered.

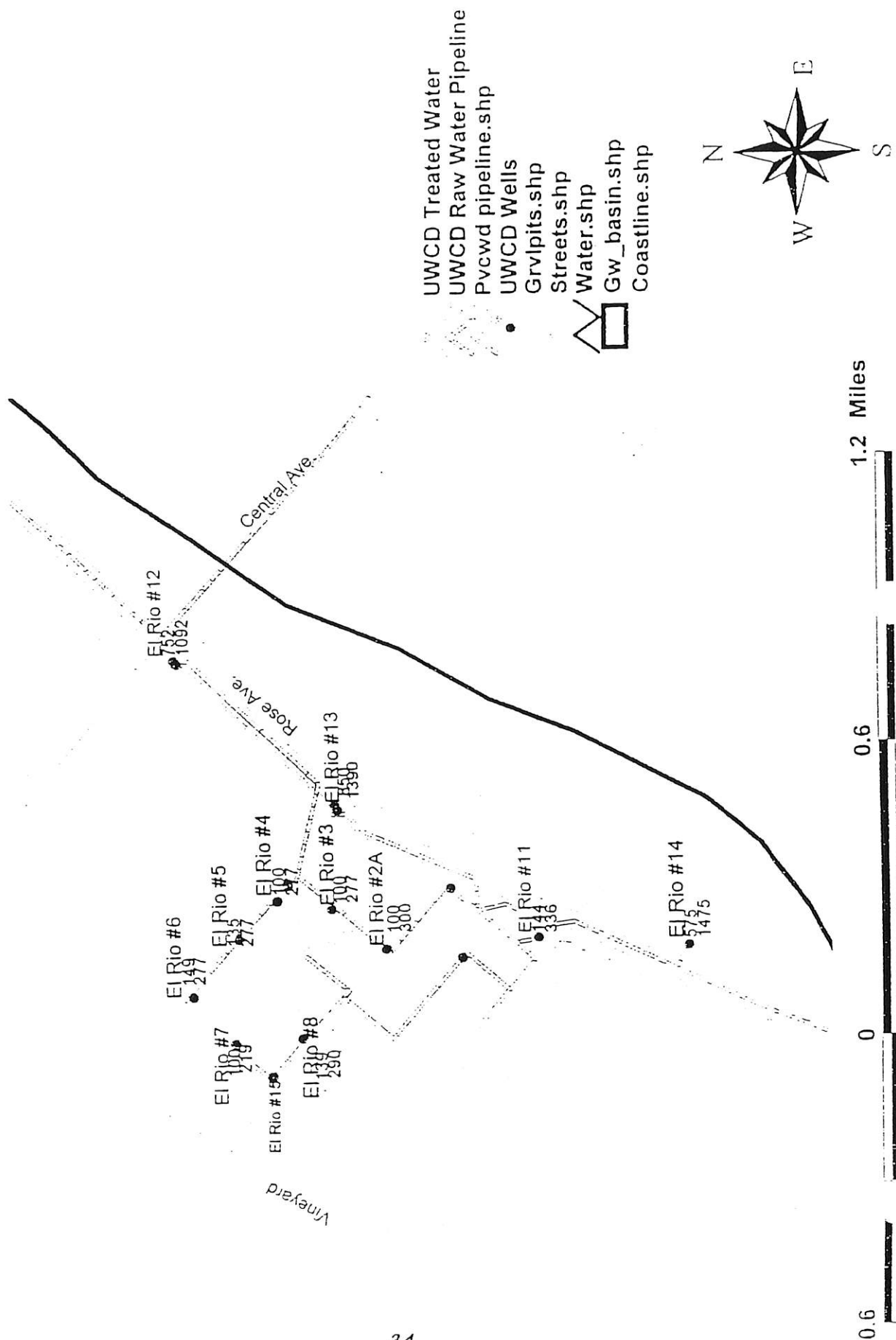
In year 2, Customer 1 again takes delivery of 20 A/F in excess of its Suballocation. while Customers 2 and 3 take delivery of exactly the amount of their respective Suballocation. In this year, penalties would be payable to the GMA because the aggregate amount of the deliveries exceeds the El Rio Wellfield GMA Historical Allocation by 20 A/F. If penalties are paid by United on 20 A/F, then the penalty would be allocated to Customers 1 for the pumping which occurred in Year 1. The accumulated Subcredits for Customers 1 (-20) would be further decreased in Year 2 by 20 A/F (to -40 A/F) to reflect Year 2 pumping but then increased by 20 A/F (to -20 A/F) to reflect payments made to the GMA and the concurrent reduction in liability to pay future penalties assessed by GMA for past pumping.

In year 3, Customers 1 and 3 take exactly the amount of their Suballocation while Customer 2 takes 10 A/F in excess of its Suballocation. Since Customer 2 has 20 Subcredits on account, the agency may apply 10 Subcredits, to its over-pumping. In this year, penalties may be payable to the GMA because the aggregate amount of the deliveries exceeds the El Rio Wellfield GMA Historical Allocation by 10 A/F. If penalties are paid by United on 10 A/F, then the penalty would be allocated to Customer 1 for the pumping which occurred in Year 2. The accumulated Subcredits, for Customer 1 (-20) would be increased by 10 A/F (to -10) to reflect payments made to the GMA and the concurrent reduction in liability to pay future penalties assessed by GMA for past pumping.

In year 4, all three Customers take in excess of their Suballocation. Customer 2 still holds 10 Subcredits which the agency may apply toward the over-pumping. This will use up all the Subcredits held by Customer 2. In this year, penalties would be payable to the GMA because the aggregate amount of the deliveries exceeds the O/H pipeline GMA Historical Allocation by 30 A/F. Customer 1 still has -10 A/F of Subcredits from year 2 pumping and, accordingly, has a liability to pay for the first 10 A/F of penalties assessed this year. In addition, Customer 1 has incurred a new obligation to pay for the deliveries in excess of Suballocation for this year. Customer 1 would pay for 20 A/F of over-pumping while Customer 3 would pay for 10 A/F of over-pumping. None of the Customers would have any Subcredits left, and none have any remaining liability to pay for future GMA penalties assessed, from prior year excess water deliveries.

El Rio Well Field

Exhibit F



AMENDMENT NO. 2 January 2003

**WATER SUPPLY AGREEMENT
FOR DELIVERY OF WATER THROUGH THE
OXNARD/HUENEME PIPELINE**

This Amendment No. 2 to the original WATER SUPPLY AGREEMENT ("Agreement") between UNITED WATER CONSERVATION DISTRICT and the CITY OF OXNARD, UNITED WATER CONSERVATION DISTRICT and the PORT HUENEME WATER AGENCY, UNITED WATER CONSERVATION DISTRICT and DEMPSEY ROAD MUTUAL WATER COMPANY, UNITED WATER CONSERVATION DISTRICT and SAVIERS ROAD MUTUAL WATER COMPANY, UNITED WATER CONSERVATION DISTRICT and CYPRESS MUTUAL WATER COMPANY, UNITED WATER CONSERVATION DISTRICT and RIO SCHOOL DISTRICT, UNITED WATER CONSERVATION DISTRICT and DONLONS FARMS, and UNITED WATER CONSERVATION DISTRICT and MUTUAL WATER COMPANY of VINEYARD AVENUE ESTATES, amends paragraph 17 of such Agreement to read as follows:

SECTION 17. TERM AND OPTION TO WITHDRAW

A. Term The term of this Agreement shall begin on July 1, 1996 and shall automatically expire on June 30, 2036. The City of Oxnard and the Agency and Cypress Mutual Water Company have the option to withdraw from the Agreement as more fully set forth in Section 17B hereof. All prior Agreements and/or amendments related to delivery of water through the O/H pipeline are superseded by this Agreement as of July 1, 1996. The parties agree to review the terms of the contract every ten (10) years, beginning ten (10) years from the date of execution.

B. Option to Withdraw The City of Oxnard and the Agency and Cypress Mutual Water Company each have the option to withdraw as a party to this Agreement effective June 30, 2016. This option is exercisable by giving written notice to United, in accordance with Section

19L, not less than twelve (12) months but not more than twenty-four (24) months prior to the effective date of withdrawal notifying United of its intention to withdraw. Failure to give notice within the permitted period of time shall cause the option to lapse. Upon exercise of the option any withdrawing party shall continue to be bound by this Agreement through the withdrawal effective date of June 30, 2016, and any withdrawing party shall remain liable, after the date of withdrawal, for all costs, charges, assessments or any other sums required to be paid by the withdrawing party that remain unpaid after the date of withdrawal. Any distribution of Suballocations or Subcredits shall be decided by the mutual agreement of United and the withdrawing party at the time of withdrawal consistent with the term of this Agreement. The withdrawing party shall have the right to assign its peak capacity in the pipeline in accordance with the provisions of SECTION 4 of this Agreement.

In all other respects such Agreement is ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Dated this 22nd day of July, 2003.

CITY OF OXNARD

By: M. M. M. M.
Mayor

By: Jill Beatty, for
City Clerk

PORT HUENEME WATER AGENCY

By: Anthony Colante
President

By: [Signature]
Secretary/Treasurer

APPROVED AS TO FORM:

Gary L. Gillig 07-14-03
Gary L. Gillig
City Attorney

**DEMPSEY ROAD MUTUAL
WATER COMPANY**

By: James B. Branco
President

By: Joe H. Brown
Secretary/Treasurer

**SAVIERS ROAD MUTUAL
WATER COMPANY**

By: John A. Kells
President

By: Margaret Capra
Secretary/Treasurer

**CYPRESS MUTUAL
WATER COMPANY**

By: Ramos
President

By: Debbie L. Hunt
Secretary/Treasurer

RIO SCHOOL DISTRICT

By: Donald H. Wapner
President

By: Alan R. Roney
Secretary/Treasurer

DONLON FARMS

By: Ed J. He
President

By: Ed J. He
Secretary/Treasurer

**MUTUAL WATER COMPANY of
VINEYARD AVENUE ESTATES**

By: James B. Phipps
President

By: Paul M. Phipps
Secretary/Treasurer

UNITED WATER CONSERVATION DISTRICT

By: F. W. Rickman
President

By: Roger E. Orr
Secretary/Treasurer

Appendix G

Municipal and Industrial Supplemental Water Program Agreement

AGREEMENT BETWEEN CALLEGUAS MUNICIPAL WATER
DISTRICT AND UNITED WATER CONSERVATION DISTRICT
REGARDING THE SUPPLEMENTAL M&I WATER PROGRAM

THIS AGREEMENT is made and entered into in the County of Ventura on this 12th day of Feb., 2004, by and between CALLEGUAS MUNICIPAL WATER DISTRICT, hereinafter referred to as "Calleguas", organized under the Municipal Water District Act of 1911 of the State of California, and the UNITED WATER CONSERVATION DISTRICT, hereinafter referred to as "United", organized pursuant to Division 21 of the California Water Code. Calleguas and United shall hereinafter be collectively referred to as "Parties."

RECITALS:

WHEREAS, the Parties jointly desire to improve the long-term reliability of water supplies and to make beneficial use of local water resources;

WHEREAS, United manages the water resources of the Santa Clara River and its associated groundwater basins and delivers water to municipal and industrial customers;

WHEREAS, the mission of Calleguas is to provide its service area with a reliable and adequate supply of quality supplemental water through the acquisition and distribution of both regionally and locally developed water in an environmentally responsible manner;

WHEREAS, the Fox Canyon Groundwater Management Agency("GMA") regulates groundwater pumping on the Oxnard Plain and has mandated reductions in pumping based on a percentage of historical pumping;

WHEREAS, some pumpers may experience shortages in water supplies as their pumping allocations decrease and demands increase;

WHEREAS, Calleguas, Camrosa Water District, the City of Thousand Oaks, and Pleasant Valley County Water District ("PVCWD") have cooperatively developed the Conejo Creek Project, which reduces agricultural pumping in the eastern part of the Oxnard plain;

WHEREAS, as a result of the Conejo Creek Project, PVCWD transfers GMA Conservation "Credits" (as defined in this Agreement) to Calleguas for water delivered by Calleguas to PVCWD (hereinafter referred to as the "Conejo Creek Credits");

WHEREAS, the reserve capacity in the Oxnard-Hueneme (OH) system provides an opportunity to utilize the Conejo Creek Credits for the benefit of customers who buy water from Calleguas and United; and

WHEREAS, Calleguas and United are empowered to enter into separate contracts necessary to carry out their purposes and to cooperate with other entities in regard to production and distribution of water.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the Parties agree as follows:

1. Definitions

- a. "Program Year" refers to each year of July 1 through June 30 during the term of this Agreement; except that the first Program Year shall be from the date this Agreement takes effect (as provided in Section 9 of this Agreement) through June 30, 2004, and the final Program Year shall be from July 1 of that final year through the effective date of the termination of this Agreement.
- b. A "Credit" refers to one (1) acre-foot of groundwater credit as defined in GMA Ordinance 5.
- c. "Customers" refers to United customers receiving water through United's OH system.
- d. "Program Water" refers to the water pumped and distributed by United pursuant to this Agreement.

2. Water Transfer

- a. Subject to the terms and conditions of this Agreement, and the conditions set forth in the GMA's "Memorandum" dated May 28, 2003 titled "Conditions for the Supplemental M&I Water Program" (the "GMA Memo," attached as Exhibit A), Conejo Creek Credits will be transferred from Calleguas to United;
- b. United shall deliver Program Water to Customers who request it through the OH system, subject to water levels and availability in the Oxnard Plain Forebay Basin (the "Forebay"), and shall collect from each Customer a Surcharge (as defined in Section 3 of this Agreement) for all Program Water delivered to that Customer;
- c. United shall pump and distribute to Customers one (1) acre-foot of groundwater for each Conejo Creek Credit Calleguas transfers to United under this Agreement.

3. Payment of Surcharge

- a. For each acre-foot of Program Water pumped to a Customer, United shall collect a surcharge (the "Surcharge") from that Customer at the rate specified herein. The initial Surcharge shall be at the rate of \$200 per acre foot of Program Water pumped, and will be adjusted annually pursuant to Section 4 of this Agreement. United shall be responsible for all costs associated with any water losses in the OH system.
- b. On or before the last day of each month during the term of this Agreement, United shall (i) remit to Calleguas 100 percent of the Surcharges received by United for the immediately preceding month, and (ii) deliver to Calleguas an accounting of the Program Water used, and of normal OH deliveries, pumping, and water losses during the immediately preceding month.
- c. United shall be entitled to keep 100 percent of any additional surcharge, in excess of the Surcharge, that United charges Customers for the Program Water.
- d. During the period from 2004 through 2012, Calleguas is entitled to a reimbursement from Metropolitan Water District of Southern California ("MWD") under MWD's Local Projects Program (the "LPP") for Program Water delivered pursuant to this Agreement. Provided that (i) United and its Customers comply with all requirements, including without limitation all record keeping and audit requirements, described in the "Conejo Creek Water Recycling Project Joint Participation Agreement for Development and Utilization of Reclaimed Water Between the Metropolitan Water District of Southern California and Calleguas Municipal Water District," dated December 9, 1998, attached as Exhibit B, and (ii) the reimbursement receives final approval through the annual audit process conducted by MWD, Calleguas shall pay to United fifty percent (50%) of all reimbursements actually received by Calleguas from MWD under the LPP with respect to the Program Water delivered by United pursuant to this Agreement.

4. Adjustment of Surcharge Rate

- a. Unless otherwise agreed to by the Parties in writing, the Surcharge Rate defined in Section 3.a shall be adjusted annually on July 1st each year during the term of this Agreement (the "Adjustment Date") based on the Consumer Price Index as follows: The base index ("BI") for computing the Surcharge Rate adjustment shall be 187.6, which is the Consumer Price Index (CPI) for All Urban Consumers for Los Angeles - Riverside - Orange County CA for all items, base period 1982-84=100, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the month of April 2003. The adjustment index ("AI") shall be the

Consumer Price Index (CPI) for All Urban Consumers for Los Angeles – Riverside – Orange County CA for all items, base period 1982-84=100, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the month of April immediately preceding the Adjustment Date. If said index is no longer published or changes are made in the method of calculation, a successor index that is calculated in a similar manner shall be used. The adjusted Surcharge Rate shall be calculated by applying the following formula: $(AI/BI) \times [\text{the initial Surcharge Rate of } \$200] = \text{adjusted Surcharge Rate}$.

- b. On or before May 31st of each year, Calleguas will notify United of the adjusted Surcharge Rate, in dollars per acre foot, that will be in effect during the following Program Year. United shall be responsible for notifying its Customers of the adjusted Surcharge Rate.

5. Water Availability

On or before May 31 of each year, United will notify Calleguas how much Program Water is expected to be delivered during the following Program Year.

6. Transfer of Credits

- a. If Credits are to be transferred pursuant to this Agreement, in January and July of each Program Year Calleguas and PVCWD shall submit a joint letter to the GMA requesting a Credit transfer of a certain number of Conejo Creek Credits from PVCWD to Calleguas for water diverted from Conejo Creek to PVCWD under their agreement. The parties shall further request in that joint letter that the GMA adjust the respective Credit balances of PVCWD and Calleguas and provide written notice of the transfer to each party.
- b. If Credits are to be transferred pursuant to this Agreement, in January and July of each Program Year, Calleguas and United shall submit a joint letter to the GMA requesting a Credit transfer of a certain number of Conejo Creek Credits from Calleguas to United pursuant to this Agreement. The parties shall further request in that joint letter that the GMA adjust the respective Credit balances of Calleguas and United and provide written notice of the transfer to each party.
United shall use the Conejo Creek Credits received from Calleguas pursuant to this Agreement solely for the purpose of pumping water from the OH wellfield for use by its OH customers.
- c. United is and shall be solely responsible for ensuring that the "key wells" (as defined in the GMA Memo) are above an acceptable minimum level, as determined by United and as required by the GMA Memo, before the Conejo Creek Credits are used to supply Supplemental M&I Water. United shall provide

an annual report to GMA (with a copy to Calleguas) in January of each year showing the extraction and disposition of Supplemental M&I Water.

7. Curtailment

United may curtail the pumping of water pursuant to this Agreement in any given year as required due to water quality problems, groundwater supply constraints, or any other reason based on good water management principles. Notwithstanding United's curtailment of pumping, United shall remain obligated with respect to all Credits received from Calleguas as provided in Section 9 of this Agreement.

8. Record keeping and Audit

- a. United shall establish and maintain accounting records of all Conejo Creek Credits that GMA transfers from Calleguas and that are used to pump additional water from the OH wellfield, including records of monthly balance, deposits, withdrawals, and losses of its groundwater account created through the transfer. Records must clearly distinguish water pumped from the OH wellfield using the Conejo Creek Credits.
- b. Calleguas shall have the right to audit all records and data maintained by United relevant to the terms of this Agreement for a period of three Program Years following termination of this Agreement. Calleguas may elect to have such audits conducted by its staff or by others, including independent accountants, as designated by Calleguas. United shall make available for inspection to Calleguas or its designee, upon thirty (30) days advanced notice, all records, books, and other documents relating to the Agreement.

9. Term and Termination

- a. This Agreement will be effective upon execution and will run for a term of twenty-five (25) years from the date of the signing of this Agreement. Notwithstanding the foregoing, the parties, by mutual consent, may extend the term of the Agreement for additional five (5) year periods.
- b. Either Calleguas or United may terminate this agreement with ninety (90) days written notice to the other. The termination date shall be mutually agreed upon, or may be set no earlier than 90 days after written notice is received by the other party. Upon termination of this Agreement for any reason, United shall pay Calleguas all accrued and unpaid Surcharges for the Conejo Creek Credits used by United, and United shall remain entitled to the LPP reimbursement with respect to such Credits as provided in Section 3d of this Agreement. With respect to all unused Conejo Creek Credits, upon termination of this Agreement United shall,

within 30 days of such termination, elect to either (i) pay Calleguas the Surcharge with respect to such unused Conejo Creek Credits as if the Credits were used by United, or (ii) subject to GMA approval, transfer all unused Conejo Creek Credits to Calleguas. If United elects to transfer the unused Credits back to Calleguas, then United and Calleguas shall promptly submit a joint letter to the GMA requesting a Credit transfer of the unused Conejo Creek Credits from United to Calleguas and shall request written notice from the GMA confirming such transfer. If for any reason the GMA does not approve the transfer back to Calleguas, then United shall pay the Surcharge as provided in option (i), above.

The transfer and use of Conejo Creek Credits associated with this Agreement were approved by the GMA at its meeting on May 28, 2003 subject to the conditions set forth in the GMA Memo. Each Party is and shall be solely responsible for ensuring that it is all times in compliance with the requirements of GMA applicable to such Party including without limitation the conditions set forth in the GMA Memo.

10. Waiver: Remedies Cumulative

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No party's waiver of a default or breach by another party shall be effective or binding unless such waiver is in writing and signed by the waiving party.

11. Construction of Language of Agreement

The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders and vice versa.

12. Mitigation of Damages

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

13. Governing Law

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California.

14. Captions

The captions or headings in the Agreement are for convenience only and in no other way define, limit, or describe the scope or intent of any provision or section of the Agreement.

15. Third Party Beneficiaries

This Agreement has been made and is made solely for the benefit of the parties named as parties to this Agreement and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

16. Authorization

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, agents, employees, successors, assigns, principals, joint venturers, insurance carriers, and any others who may claim through it to this Agreement.

17. Entire Agreement Between Parties

This Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to its subject matter. No amendment, modification, or supplement to this Agreement shall be binding upon any of the parties unless it is in writing and signed by all other parties.

18. Relationship Between Parties

The relationship of the parties to this Agreement shall be that of independent contractors. Each party shall be solely responsible for any workers' compensation, withholding taxes, unemployment insurance, and any other employment obligations associated with the described work or obligations assigned to them under this Agreement or vice versa.

19. Representations and Warranties

By execution of this Agreement, each party represents and warrants to each other party, and such other party's officers, directors, members, affiliates, successors, and permitted assigns, that this Agreement has been duly authorized, executed and

delivered by such warranting party, and constitutes the legal, valid and binding obligation of the warranting party.

20. Assignment

Neither party shall voluntarily or by operation of law assign or otherwise transfer all or any part of its rights, duties, or other interests in this Agreement without the prior written consent of all other parties to this Agreement. Any attempt to make such an assignment or transfer in violation of this Agreement shall be a material default and such assignment or transfer shall be null and void.

21. Binding Effect

Each and all of the provisions of this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

22. Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

23. Notices

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

To Calleguas:

Dr. Donald R. Kendall
General Manager
Calleguas Municipal Water District
2100 Olsen Rd.
Thousand Oaks, CA 91360-6800

To United:

Dana L. Wischart
General Manager
United Water Conservation District
106 North Eighth Street
Santa Paula, CA 93060

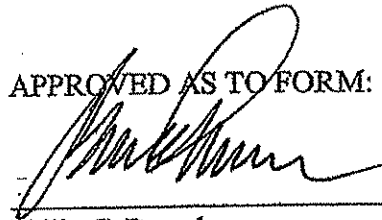
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

APPROVED AS TO FORM:



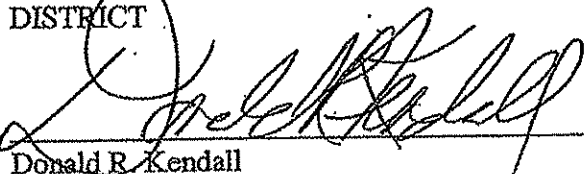
Douglas E. Kulper
District Counsel

APPROVED AS TO FORM:



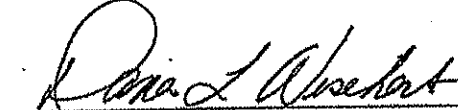
Philip C. Drescher
District Counsel

CALLEGUAS MUNICIPAL WATER
DISTRICT



Donald R. Kendall
General Manager

UNITED WATER CONSERVATION
DISTRICT



Dana L. Wischart
General Manager



FOX CANYON GROUNDWATER MANAGEMENT AGENCY

BOARD OF DIRECTORS

Lynn E. Maulhardt, Chair
Steve Bennett
Al Fox
Roseann Mikos, Ph.D.
David Schwabauer

AGENCY COORDINATOR
Lowell Preston, Ph.D.

May 28, 2003

Board of Directors
Fox Canyon Groundwater Management Agency
800 South Victoria Avenue
Ventura, CA 93009-1600

SUBJECT: SUPPLEMENTAL M&I WATER PROGRAM**RECOMMENDATION:**

1. Determine that water diverted from Conejo Creek is "Foreign Water" as defined by the Ordinance Code Section 1.15.
2. Approve the PVCWD Reservoir as a storage/injection facility.
3. Make the determination that the credits generated as a result of the Conejo Creek Diversion are storage credits earned as a result of introducing foreign water into the Agency and are not conservation credits.
4. Approve the concept of the transfer of credits generated by the Conejo Creek Diversion from Pleasant Valley County Water District (PVCWD) to Calleguas Municipal Water District (CMWD).
5. Approve the concept of the transfer of credits from CMWD to the United Water Conservation District (UWCD).
6. Approve the recommended conditions.

DISCUSSION:

The discussion during the April meeting included the necessity to determine a methodology to insure that pumping by PVCWD would be further reduced to create the new credits. This objective is complicated by the small storage capability at PVCWD, the steady flow from Conejo Creek that increases when rainfall is higher and a supply of inexpensive surface water from UWCD that is greatest at the same time the flow from the Conejo is heaviest and when the demand for irrigation is lowest.

In order to maximize the yield of the Conejo diversion and to insure that a minimum of water is lost to the Ocean, a priority of use may be established. This priority would require PVCWD to take a maximum amount of Conejo water supplemented first by surface water from United and as a last resort by pumping PVCWD wells. Any other sequence has a potential of causing

Agenda – Item 7
May 28, 2003
Page 2

Exhibit A

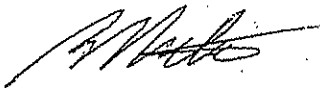
A - 2

losses to the Ocean. Regardless of decreasing the pumping to increase the credits, it is more important to maximize the amount of water used from the Conejo diversion.

The conditions recommended for this program are attached.

If you have any questions, please call me at 648-9204.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Lowell Preston', is written over a horizontal line.

Lowell Preston, Ph.D.
Agency Coordinator

Appendix H

Ferro Pit Program Agreement

AGREEMENT BETWEEN UNITED WATER CONSERVATION DISTRICT AND THE CITY OF OXNARD FOR THE PURCHASE OF SUPPLEMENTAL WATER

United Water Conservation District ("United") and the City of Oxnard ("Oxnard") enter into this Agreement for the Purchase of Supplemental Water ("Agreement") on this 1st day of December, 2009, in Ventura County, California. United and Oxnard are collectively referred to as the "Parties".

This Agreement is entered into with reference to the following facts:

- a. United has accumulated over 11,000 acre-feet of Fox Canyon Groundwater Management Agency ("GMA") storage credits as a result of its past purchases of State Water Project water that has been used directly for groundwater recharge within the GMA. These credits are held in United's "Good Deed Credit Trust," established pursuant to GMA Resolution 2002-1.
- b. The Good Deed Credit Trust was established to facilitate good groundwater management practices. United obtained approval from the GMA on November 4, 2009, as set forth in Resolution 2009-7, as authorized by GMA Resolution 2002-1, for the use of a portion of the Good Deed Credit Trust credits ("GDCT Credits") as provided in this Agreement.
- c. United anticipates the completion of its purchase of certain property commonly referred to as the Ferro Property ("Ferro Property") in late 2009. United is the current legal owner of real property commonly referred to as the Rose Property. Upon completion of these transactions, United will acquire, along with the two Properties, certain GMA historical extraction allocations ("Ferro/Rose Properties Allocation").
- d. United anticipates a future project involving converting a portion of the Ferro and Rose Properties into groundwater retention basins, which will provide long-term water management benefits within United's and the GMA's boundaries.
- e. Oxnard obtains a portion of its water supplies from local groundwater resources, through its groundwater wells and from groundwater purchased from United. Oxnard purchases groundwater from United pursuant to the "Water Supply Agreement for Delivery of Water Through the Oxnard/Hueneme Pipeline" ("OH Agreement").
- f. Oxnard is also proceeding with its Groundwater Recovery Enhancement and Treatment ("GREAT") Program, to utilize recycled water in a manner that benefits Oxnard and the groundwater basins within United's and the GMA's boundaries.
- g. In addition to the GREAT Program, Oxnard has and will continue to obtain a portion of its water supplies through the use of local groundwater.
- h. Oxnard attempts to maximize its access to local groundwater supplies, consistent with the GMA's groundwater management plan and rules.

COUNCIL APPROVAL

DATE: 12/1/09 AGENDA # I-8

i. The purpose of this Agreement is to set forth how the Parties shall utilize a portion of the GDCT Credits and the Ferro/Rose Properties Allocation to offset some of the costs of the Ferro Property acquisition.

NOW, THEREFORE, in consideration of the preceding recitals, which are incorporated herein by reference as set forth in full and the mutual covenants and promises presented below, the Parties agree as follows:

Section 1. Purpose. This Agreement establishes the terms and conditions under which United will make available to the City a total of 11,000 acre-feet ("AF") of GDCT Credits and a total of 8,000 AF of Ferro/Rose Properties Allocation for use pursuant to this Agreement.

Section 2. Condition Precedent. This Agreement is contingent upon United acquiring title to the Ferro Property and the Ferro/ Rose Properties Allocation.

Section 3. GMA Approval and Compliance. As may be necessary to undertake this Agreement, United shall: a) obtain all approvals required from the GMA for the use of the GDCT Credits and Ferro/Rose Properties Allocation, and b) provide all compliance and monitoring reports consistent with GMA requirements. Oxnard shall cooperate and coordinate with United in obtaining approvals from and making any required compliance reports to the GMA.

Section 4. Use of GDCT Credits and Ferro/Rose Properties Allocation. United shall make available to Oxnard and Oxnard shall use the GDCT Credits and Ferro/Rose Properties Allocation as follows:

4.1. For calendar year 2010, Oxnard shall have available up to 5,500 AF of GDCT Credits.

4.2. For calendar year 2011, Oxnard shall have available up to 5,500 AF of GDCT Credits.

4.3. Annually, from July 1, 2011, through June 30, 2019, Oxnard shall have available up to 1,000 AF of Ferro/Rose Properties Allocation, for a combined total of 8,000 AF of Ferro/Rose Properties Allocation.

4.4. In each year, the Parties agree that the associated pumping of groundwater shall occur from either or both the Oxnard-Hueneme System (the El Rio well field, or the "OH System") and from wells located at Oxnard's Blending Stations #1 and #3.

4.5. The Parties shall coordinate their groundwater reporting to the GMA to account for the above use of GDCT Credits and the Ferro/Rose Properties Allocation.

Section 5. Consideration. Oxnard shall make the following payments to United:

5.1. Oxnard shall make 24 monthly payments of \$160,416.67, concurrent with and included in the OH System invoices to Oxnard for the period of January 2010 through December 2011.

5.2. Concurrent with OH System invoices for the period July 1, 2011 and each month following, through and including June 30, 2019, Oxnard will pay monthly to United \$20,833.83. These monthly payments are in addition to those provided in subsection 5.1.

5.3. To the extent the City obtains a portion of the groundwater from the OH System, the monthly payments made pursuant to subsections 5.1 and 5.2 are in addition to any other costs incurred by Oxnard for OH System water purchases and deliveries.

Section 6. Restrictions on Use of GDCT Credits or Ferro/Rose Properties Allocation.

6.1. The Parties agree that, while the intent of this Agreement is to provide access to the GDCT Credits and Ferro/Rose Properties Allocation consistent with the schedule provided in Section 4 above, the Parties acknowledge there may be periods in which Oxnard may not be able to fully utilize these water supplies because of extraordinary conditions within the GMA. Nonetheless, the Parties agree that Oxnard has the right to use a total of 19,000 AF of groundwater as provided herein.

6.2. Oxnard agrees to use its reasonable efforts to utilize the GDCT Credits and Ferro/Rose Properties Allocation in a manner which minimizes any significant impacts on groundwater resources. United agrees to use its reasonable efforts to assist Oxnard in making full use of the GDCT Credits and the Ferro/Rose Properties Allocation as provided herein.

Section 7. OH System. Nothing in this Agreement is intended to modify the OH Agreement. The Parties acknowledge that Oxnard may opt out of OH Agreement on or about 2016. In the event the OH Agreement is terminated, the Parties shall continue to comply with their commitments under this Agreement, with Oxnard taking delivery of the entirety of the Ferro/Rose Properties Allocation through Oxnard's groundwater wells.

Section 8. Term and Termination. This Agreement will be effective upon the date written at the top of page 1 and will remain in effect through the later of: a) Oxnard making the full and final payments, as required in section 5, or b) United making available and Oxnard making use of 11,000 AF of GDCT Credits and 8,000 AF of Ferro/Rose Properties Allocation.

Section 9. Suspension of Payment.

9.1. The monthly payments required in Section 5 shall be reduced or suspended in proportion to any restriction imposed on Oxnard to reduce or suspend its use of the GDCT Credits or the Ferro/Rose Properties Allocation. For example, if United or a third-party requires Oxnard to reduce its use of GDCT Credits or Ferro/Rose Properties Allocation such that Oxnard may only obtain 50% of the GDCT Credits or Ferro/Rose Properties Allocation amortized over the period in which the restriction applies, Oxnard shall only be required to pay United for 50% of the payment associated with the GDCT Credits or Ferro/Rose Properties Allocation.

9.2. The reduction or suspension in payments shall only apply during the period of the restriction or suspension of use.

9.3. The Parties agree to apply their reasonable best efforts to lift any restriction as promptly as possible.

9.4. Should any restrictions or suspensions be imposed on Oxnard's access to the GDCT Credits or Ferro/Rose Properties Allocation, the anticipated periods of use provided in Section 4 shall be extended so that Oxnard has access to and ability to make use of the full amount of GDCT Credits and Ferro/Rose Properties Allocation as provided in this Agreement. Oxnard's payment obligation shall also continue during any extended period of use so that United receives the total anticipated payments provided in Section 5. Any final payment(s) shall be adjusted in that proportion necessary to make up for any periods of reduced or suspended payments.

Section 10. Assignment. Neither Oxnard nor United may assign this Agreement, nor any right or duty hereunder, without prior written approval. This Agreement is binding upon and shall inure to the benefit of the successors of Oxnard and United.

Section 11. Authorization. Oxnard acknowledges that the person executing this Agreement on its behalf has been duly authorized to do so. United acknowledges that the person executing this Agreement on its behalf has been duly authorized to do so.

Section 12. Notices. Any notices to Oxnard may be delivered personally, or sent by U.S. mail addressed to the Director of Public Utilities, 300 West Third Street, Oxnard, CA 93030. Any notices to United may be delivered personally, or sent by U.S. mail addressed to General Manager, 106 North 8th Street, Santa Paula, CA 93060.

Section 13. Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any Party, as each Party has participated in the drafting of this document and had the opportunity to have its counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and all masculine shall include the feminine and neuter, and vice versa.

Section 14. Cooperation. The Parties shall, whenever and as often as reasonably requested to do so by the requesting Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting Party to carry out the intent and purposes of this Agreement, provided that the requesting Party shall bear the costs and expense of such further instruments or documents (except that each Party shall bear its own attorneys' fees).

Section 15. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action against any Party to this Agreement.

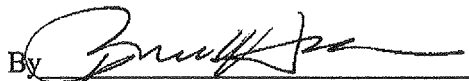
Section 16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Section 17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and executed by the Party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants, or agreements contained herein, and in any documents delivered or to be delivered pursuant to this Agreement. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

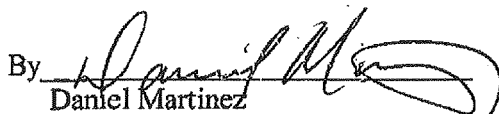
Section 18. Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written, on the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year and at the place first written above.

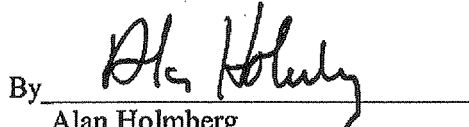
CITY OF OXNARD

By 
Dr. Thomas E. Holden
Mayor

ATTEST:

By 
Daniel Martinez
City Clerk

APPROVED AS TO FORM:

By 
Alan Holmberg
City Attorney

//signatures continue on following page

**UNITED WATER CONSERVATION
DISTRICT**

By E. Michael Solomon
E. Michael Solomon
General Manager

APPROVED AS TO FORM:

By Anthony Trembley
Anthony Trembley
General Counsel

Appendix I

2009 and 2010 BMP Reports and Certificate of Compliance



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

Agency: **City of Oxnard** District Name: **City of Oxnard** CUWCC Unit #: **6984**
Retail
Primary Contact **Dakota Corey** Telephone **(805) 385-8143** Email: **Dakota.Corey@ci.oxnard.ca.us**

Compliance Option Chosen By Reporting Agency:
(Traditional, Flex Track or GPCD)
GPCD if used:

GPCD in 2010	112
GPCD Target for 2018	106

Year	Report	Target	Highest Acceptable Bound		
		% Base	GPCD	% Base	GPCD
2010	1	96.4%	125	100%	129
2012	2	92.8%	120	96%	125
2014	3	89.2%	115	93%	120
2016	4	85.6%	111	89%	115
2018	5	82.0%	106	82%	106

Not on Track if 2010 GPCD is \geq than target

GPCD in 2010 **112**
Highest
Acceptable GPCD **129**
for 2010
On Track

Agency: City of Oxnard

District Name: City of Oxnard

CUWCC Unit #: 6984

Retail



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

Foundational BMPs

BMP 1.1 Operational Practices

BMP 1.1 Operational Practices		2009		2010		Conservation Coordinator provided with necessary resources to implement BMPs?
		Name		Name		
1.Conservation Coordinator provided with necessary resources to implement BMPs?	Name	Dakota	Corey	Dakota	Corey	On Track
	Title	Water Conservation/Outreach Coordinator		Water Conservation/Outreach Coordinator		
	Email			Dakota.Corey@ci		
		On Track		On Track		
2. Water waste prevention documentation						
	Descriptive File	COOxnard_COOxnard_6984_20				On Track if any one of the 6 ordinance actions done, plus documentation or links provided
	Descriptive File 2010			COOxnard_COOxnard_2984_2010_BMP_1-1_Ordinance2826.pdf, COOxnard_COOxnard_2984_2010_BMP_1-1_Ordinance2822.pdf		
	URL	Article VIII of Oxnard City Code (attached) prohibits the waste or				
	URL 2010			0		
	Describe Ordinance Terms	Article VIII of Oxnard City Code (attached) prohibits the waste or				
	Describe Ordinance Terms 2010			Adopted in April 2010, Ordinance 2826 made a minor modification to City Code regarding water waste (see detailed description of the City's water		
		On Track		On Track		

Agency: **City of Oxnard**
Retail

District Name: **City of Oxnard**

CUWCC Unit #: **6984**



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

BMP 1.2 Water Loss Control

							2009	
Compile Standard Water Audit using AWWA Software?							yes	On Track
AWWA file provided to CUWCC?							yes	On Track
AWWA Water Audit Validity Score?							89	
Completed Training in AWWA Audit Method?							No	
Completed Training in Component Analysis Process?							No	
Complete Component Analysis?							No	
Repaired all leaks and breaks to the extent cost effective?							Yes	On Track
Locate and repair unreported leaks to the extent cost effective.							Yes	On Track
Maintain a record-keeping system for the repair of reported leaks, including time of report, leak location, type of leaking pipe segment or fitting, and leak running time from report to repair.								
Provided 7 types of Water Loss Control Info								
Leaks Repaired	Value Real Losses	Value Apparent Losses	Miles Surveyed	Press Reduction	Cost of Interventions	Water Saved		
0	\$ -	\$ -	0	0	\$ -	0		

On Track if Yes, Not on Track if No

On Track if Yes, Not on Track if No

Info only until 2012

Info only until 2012

Info only until 2012

On Track if Yes, Not on Track if No

On Track if Yes, Not on Track if No

Info only until 2012

Info only until 2012

							2010	
Compile Standard Water Audit using AWWA Software?							Yes	On Track
AWWA file provided to CUWCC?							COOxnard_COOxnard_6984_2010_BMP_1-2_AWWA.xls	On Track
AWWA Water Audit Validity Score?								89
Completed Training in AWWA Audit Method?							yes	
Completed Training in Component Analysis Process?							No	
Complete Component Analysis?							No	
Repaired all leaks and breaks to the extent cost effective?							Yes	On Track
Locate and repair unreported leaks to the extent cost effective.							Yes	On Track
Maintain a record-keeping system for the repair of reported leaks, including time of report, leak location, type of leaking pipe segment or fitting, and leak running time from report to repair.								
Provided 7 types of Water Loss Control Info								
Leaks Repaired	Value Real Losses	Value Apparent Losses	Miles Surveyed	Press Reduction	Cost of Interventions	Water Saved		
0	\$ -	\$ -	0	Off	\$ -	0		

On Track if Yes, Not on Track if No

On Track if Yes, Not on Track if No

Info only until 2012

Info only until 2012

Info only until 2012

On Track if Yes, Not on Track if No

On Track if Yes, Not on Track if No

Info only until 2012

Info only until 2012

Agency: **City of Oxnard**
Retail

District Name: **City of Oxnard**

CUWCC Unit #: **6984**



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

1.3 METERING WITH COMMODITY RATES FOR ALL NEW CONNECTIONS AND RETROFIT OF EXISTING CONNECTIONS

Exemption or 'At least as Effective As' accepted by CUWCC

Numbered Unmetered Accounts **2008**

Metered Accounts billed by volume of use

Number of CII accounts with Mixed Use meters

Conducted a feasibility study to assess merits of a program to provide incentives to switch mixed-use accounts to dedicated landscape meters?

Feasibility Study provided to CUWCC?

Completed a written plan, policy or program to test, repair and replace meters

2009		2010	
0	On Track	0	On Track
Yes	On Track	Yes	On Track
465		465	
No	On Track Until 2012	No	On Track Until 2012
Yes	On Track	No	On Track
Yes	On Track	Yes	On Track

If signed MOU prior to 31 Dec 1997, On Track if all connections metered; If signed after 31 Dec 1997, complete meter installations by 1 July 2012 or within 6 yrs of signing and 20% biannual reduction of unmetered connections.

On Track if no unmetered accounts

Volumetric billing required for all connections on same schedule as metering

Info only

On Track if Yes, On Track until 2012 if No

On Track if Yes, Not on Track if No

On Track if Yes, Not on Track if No



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

Agency: City of Oxnard

District Name: City of Oxnard

CUWCC Unit #: 6984

Retail

Primary Contact Dakota Corey

Email: Dakota.Corey@ci.oxnard.ca.us

1.4 Retail Conservation Pricing

Metered Water Rate Structure

On Track if: Increasing Block, Uniform, Allocation, Standby Service; Not on Track if otherwise

Customer Class	2009 Rate Type	Conserving Rate?	Customer Class	2010 Rate Type	Conserving Rate?
Single-Family	Increasing Block	Yes	Single-Family	Increasing Block	Yes
Multi-Family	Increasing Block	Yes	Multi-Family	Increasing Block	Yes
Commercial	Increasing Block	Yes	Commercial	Increasing Block	Yes
Industrial	Increasing Block	Yes	Industrial	Increasing Block	Yes
Institutional	Increasing Block	Yes	Institutional	Increasing Block	Yes
On Track			On Track		

Year Volumetric Rates began for Agencies with some Unmetered Accounts

Info only

Agencies with Partially Metered Service Areas: If signed MOU prior to 31 Dec. 1997, implementation starts no later than 1July 2010. If signed MOU after 31 Dec. 1997, implementation starts no later than 1July 2013, or within seven years of signing the MOU,

Agency: **City of Oxnard**District Name: **City of Oxnard**CUWCC Unit #: **6984**

Retail



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

Adequacy of Volumetric Rates) for Agencies with No Unmetered Accounts

Customer Class	2009 Rate Type	2009 Volumetric Revenues \$1000s	2010 Rate Type	2010 Volumetric Revenues \$1000s
Single-Family	Increasing Block	\$ 9,642	Single-Family	\$ 10,756
Multi-Family	Increasing Block	\$ 3,864	Multi-Family	\$ 4,362
Commercial	Increasing Block	\$ 3,109	Commercial	\$ 3,578
Industrial	Increasing Block	\$ 3,109	Industrial	\$ 3,609
Institutional	Increasing Block	\$ 780	Institutional	\$ 786
Dedicated Irrigation		\$ 3,773		\$ 3,850
Agricultural		\$ 388		\$ 319
Total Revenue Commodity Charges (V):		\$ 24,664		\$ 27,260
Total Revenue Fixed Charges (M):		\$ 9,563		\$ 10,294
Calculate: V / (V + M):		72%		73%
		On Track		On Track

Agency Choices for rates:

A) Agencies signing MOU prior to 13 June2007, implementation starts 1 July2007: On Track if $(V / (V + M)) \geq 70\% \times .8 = 56\%$ for 2009 and $70\% \times 0.90 = 63\%$ for 2010; Not on track if $(V / (V + M)) < 70\%$;

B) Use Canadian model. Agencies signing MOU after 13June2007, implementation starts July 1 of year following signing.

Canadian Water & Wastewater Rate Design Model Used and Provided to CUWCC
If Canadian Model is used, was 1 year or 3 year period applied?

No
On Track

No
On Track

Wastewater Rates

Does Agency Provide Sewer Service?

2009
Yes

If 'No', then wastewater rate info not required.

2010
Yes

Customer Class	2009 Rate Type	Conserving Rate?	Customer Class	2010 Rate Type	Conserving Rate?
Single-Family	Non-Volumetric Flat Rate	No	Single-Family	Increasing Block	Yes
Multi-Family	Non-Volumetric Flat Rate	No	Multi-Family	Increasing Block	Yes
Commercial	Uniform	Yes	Commercial	Uniform	Yes
Industrial	Service Not Provided	No	Industrial	Service Not Provided	No
	Uniform	Yes		Uniform	Yes
On Track			On Track		

On Track if: 'Increasing Block', 'Uniform', 'based on long term marginal cost' or 'next unit of capacity'



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

BMP 2. EDUCATION PROGRAMS

BMP 2.1 Public Outreach Actions Implemented and Reported to CUWCC

Does a wholesale agency implement Public Outreach Programs for this utility's benefit? Names of Wholesale Agencies	2009 Yes	2010 Yes	Yes/No
	Calleguas Municipal Water District, Metropolitan Water District of Southern California	Calleguas Municipal Water District, Metropolitan Water District of Southern California	
1) Contacts with the public (minimum = 4 times per year)	41	42	
2) Water supplier contacts with media (minimum = 4 times per year, i.e., at least quarterly).	7	10	
3) An actively maintained website that is updated regularly (minimum = 4 times per year, i.e., at least quarterly).	Yes	Yes	
4) Description of materials used to meet minimum requirement.	Newsletter articles on conservation General water conservation information Website Select a public contact News releases Newspaper contacts Television contacts Radio contacts	Newsletter articles on conservation General water conservation information Website Select a public contact News releases Newspaper contacts Television contacts Radio contacts	All 6 action types implemented and reported to CUWCC to be 'On Track')
5) Annual budget for public outreach program.	\$ 29,700	\$ 31,600	
6) Description of all other outreach programs	Description is too large for text area. Data will be stored in the BMP Reporting database when online.	Description is too large for text area. Data will be stored in the BMP Reporting database when online.	
	On Track	On Track	



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

2.2 School Education Programs Implemented and Reported to CUWCC

	2009	2010	
Does a wholesale agency implement School Education Programs for this unility's benefit? Name of Wholesale Supplier?			
1) Curriculum materials developed and/or provided by agency	The H2O Where Do You Go show provided at our annual Children's Water Science Exploratorium educational water festival to over 1300 students meets state education framework requirements.	The H2O Where Do You Go show provided at our annual Children's Water Science Exploratorium educational water festival to over 1300 students meets state education framework requirements.	Yes/ No
2) Materials meet state education framework requirements and are grade-level appropriate?	Yes	Yes	All 5 actions types implemented and reported to CUWCC to be 'On
3) Materials Distributed to K-6? Describe K-6 Materials	Yes Our Water Conservation Calendar Art Contest entry form is distributed to all K - 8 grade students within the City's water service area. Entry forms are provided to schools in 4 public school districts and several private schools. The annual Children's Water Science Exploratorium is provided to 3rd grade students.	Yes Our Water Conservation Calendar Art Contest entry form is distributed to all K - 8 grade students within the City's water service area. Entry forms are provided to schools in 4 public school districts and several private schools.	Describe materials to meet minimum requirements
Materials distributed to 7-12 students?	Yes	Yes	Info Only
4) Annual budget for school education program.	\$ 60,000	\$ 55,000	
5) Description of all other water supplier education programs	In 2009 in addition to our two core educational programs, the Children's Water Science Exploratorium and the Water Conservation Calendar Art Contest, we also did a small handful of classroom presentations focusing on residential water conservation, as well as hosted two tours or our Water Campus facility including a new desalter and water conservation landscaping. In addition we partnered with United Water Conservation District to offer an American Groundwater Trust Ground Water Institute for Teachers (elementary, secondary, and post-secondary).	Description is too large for text area. Data will be stored in the BMP Reporting database when online.	
	On Track	On Track	

The fields in red are required.

Agency name:

Primary contact:

First name:

Division name
(Reporting unit)

Last name:

Reporting unit number:

Email:



WATER SOURCES

2009

Service Area Population:

Potable Water

Own Supply Source Name	AF/YEAR	Water Supply Type	Water Supply Description
------------------------	---------	-------------------	--------------------------

Imported Supply Source Name	AF/YEAR	Water Supply Type	Water Supply Description
-----------------------------	---------	-------------------	--------------------------

Exported Water Name	AF/YEAR	Where Exported?
---------------------	---------	-----------------

Customer Type	Meter Accounts	Metered Water Delivered	Un-metered Accounts	Un-metered Water Delivered	Description
---------------	----------------	-------------------------	---------------------	----------------------------	-------------

The fields in red are required.



Agency name:

Reporting unit name
(District name)

Reporting unit number:

Primary contact:

First name:

Last name:

Email:

You must enter the reporting unit number that we have on record for your agency. Click here to open a table to obtain this number.

[Link to FAQs](#)

2009

BMP 1.1 Operations Practices

Comments:

[See the complete MOU:](#) [View MOU](#)

[See the coverage requirements for this BMP:](#)

Conservation Coordinator

Conservation Coordinator Yes No

Contact Information

First Name

Last Name

Title

Phone

Email

Note that the contact information may be the same as the primary contact information at the top of the page. If this is your case, excuse the inconvenience but please enter the information again.

Water Waste Prevention

Water Agency shall do one or more of the following:

- Enact and enforce an ordinance or establish terms of service that prohibit water waste
- Enact and enforce an ordinance or establish terms of service for water efficient design in new development
- Support legislation or regulations that prohibit water waste
- Enact an ordinance or establish terms of service to facilitate implementation of water shortage response measures
- Support local ordinances that prohibit water waste
- Support local ordinances that establish permits requirements for water efficient design in new

To document this BMP, provide the following:

- A description of, or electronic link to, any ordinances or terms of service
- A description of, or electronic link to, any ordinances or requirements adopted by local jurisdictions or regulatory agencies with the water agency's service area.
- A description of any water agency efforts to cooperate with other entities in the adoption or enforcement of local requirement
- description of agency support positions with respect to adoption of legislation or regulations

You can show your documentation by providing files, links (web addresses), and/or entering a description.



File name(s): Email files to natalie@cuwcc.org

Web address(s) URL: comma-separated list

Enter a description:

The fields in red are required.



Agency name:

Reporting unit name
(District name)

Reporting unit number:

Primary contact:

First name:

Last name:

Email:

You must enter the reporting unit number that we have on record for your agency. Click here to open a table to obtain this number.

[Link to FAQs](#)

2009

BMP 1.2 Water Loss Control

[View MOU](#)



AWWA Water Audit

Agency to complete a Water Audit & Balance Using The AWWA Software Yes No
Email to natalie@cuwcc.org - Worksheets (AWWA Water Audit). Enter the name of the file below:

Water Audit Validity Score
from AWWA spreadsheet

Agency Completed Training In The AWWA Water Audit Method Yes No ?
Agency Completed Training In The Component Analysis Process Yes No ?

Completed/Updated the Component Analysis (at least every 4 years)? Yes No ?
Component Analysis Completed/Updated Date

Water Loss Performance

Agency Repaired All Reported Leaks & Breaks To The Extent Cost Effective Yes No

Recording Keeping Requirements:

Date/Time Leak Reported	Leak Location
Type of Leaking Pipe Segment or Fitting	Leak Running Time From Report to Repair
Leak Volume Estimate	Cost of Repair

Agency Located and Repaired Unreported Leaks to the Extent Cost Effective Yes No
Type of Program Activities Used to Detect Unreported Leaks

Annual Summary Information

Complete the following table with annual summary information (required for reporting years 2-5 only)

Total Leaks Repaired	Economic Value Of Real Loss	Economic Value Of AppUFYbhLoss	Miles Of System Surveyed For Leaks	Pressure Reduction Undertaken for loss reduction	Cost Of Interventions	Water Saved (AF/Year)

Comments:

The fields in red are required.

Agency name:
Reporting unit name
(District name)

Reporting unit number:

Primary contact:
First name:
Last name:
Email:

You must enter the reporting unit number that we have on record for your agency. Click here to open a table to obtain this number.



BMP 1.3 Metering with Commodity

[Link to FAQs](#)

See the complete MOU: [View MOU](#)

See the coverage requirements for this BMP:

Implementation

Does your agency have any unmetered service connections?	Yes	No
If YES, has your agency completed a meter retrofit plan?	Yes	No
Enter the number of previously unmetered accounts fitted with meters during reporting year:		
Are all new service connections being metered?	Yes	No
Are all new service connections being billed volumetrically?	Yes	No
Has your agency completed and submitted electronically to the Council a written plan, policy or program to test, repair and replace meters?	Yes	No

Please Fill Out The Following Matrix

Account Type	# Metered Accounts	# Metered Accounts Read	# Metered Accounts Billed by Volume	Billing Frequency Per Year	# of estimated bills/yr
--------------	--------------------	-------------------------	-------------------------------------	----------------------------	-------------------------

Number of CII Accounts with Mixed-use Meters

Number of CII Accounts with Mixed-use Meters Retrofitted with Dedicated Irrigation Meters during Reporting Period

Feasibility Study

Has your agency conducted a feasibility study to assess the merits of a program to provide incentives to switch mixed-use accounts to dedicated landscape meters?	Yes	No
---	-----	----

If YES, please fill in the following information:

- A. When was the Feasiblity Study conducted
- B. Email or provide a link to the feasibility study (or description of):

File name(s): Email files to natalie@cuwcc.org

Web address(s) URL: comma-separated list

General Comments about BMP 1.3:

The fields in red are required.



Agency name:

Reporting unit name
(District name)

Reporting unit number:

Primary contact:

First name:

Last name:

Email:

Click here to open a table that displays your agency name reporting unit name and reporting unit number. Please ensure that you enter the correct information.

[Link to FAQs](#)

[View MOU](#)

2010

BMP 2.1 Public Outreach - Retail Reporting

Is a Wholesale Agency Performing Public Outreach?

Are there one or more wholesale agencies performing public outreach which can be counted to help your agency comply with the BMP?

Yes No

Enter the name(s) of the wholesale agency (comma delimited)

Is your agency performing public outreach?

Report a minimum of 4 water conservation related contacts your agency had with the public during the year.

Public Information Programs List

Did at least one contact take place during each quarter of the reporting year?

Number of Public Contacts		Public Information Programs	

Contact with the Media

Are there one or more wholesale agencies performing media outreach which can be counted to help your agency comply with the BMP?

Yes No

Enter the name(s) of the wholesale agency (comma delimited)

OR Retail Agency (Contacts with the Media)

Did at least one contact take place during each quarter of the reporting year?

Media Contacts List

Number of Media Contacts	Did at least one contact take place during each quarter of the reporting year?	Media Contact Types	

Is a Wholesale Agency Performing Website Updates?

Did one or more CUWCC wholesale agencies agree to assume your agency's responsibility for meeting the requirements of and for CUWCC reporting of this BMP? Yes No

Enter the name(s) of the wholesale agency (comma delimited)

Is Your Agency Performing Website Updates?

Enter your agency's URL (website address):

Describe a minimum of four water conservation related updates to your agency's website that took place during the year:

Did at least one Website Update take place during each quarter of the reporting year? Yes No

Public Outreach Annual Budget

Enter budget for public outreach programs. You may enter total budget in a single line or brake the budget into discrete categories by entering many rows. Please indicate if personnel costs are included in the entry.

Category	Amount		Personnel Costs Included? If yes, check the box.	Comments	

Comments:

The fields in red are required.



Agency name:

Reporting unit name
(District name)

Reporting unit number:

Primary contact:

First name:

Last name:

Email:

Click here to open a table that displays your agency name reporting unit name and reporting unit number. Please ensure that you enter the correct information.

[Link to FAQs](#)

2010

BMP 2.1 Public Outreach Cont'd

[View MOU](#)

Public Outreach Expenses

Enter expenses for public outreach programs. Please include the same kind of expenses you included in the question related to your budget (Section 2.1.7, above). For example, if you included personnel costs in the budget entered above, be sure to include them here as well.

Expense Category	Expense Amount	Personnel Costs Included?	
If yes, check the check box.			

Additional Public Information Program

Please report additional public information contacts. List these additional contacts in order of how your agency views their importance / effectiveness with respect to conserving water, with the most important/ effective listed first (where 1 = most important).

Were there additional Public Outreach efforts? Yes No

Public Outreach Additional Information

Public Information Programs	Importance	

Social Marketing Programs

Branding

Does your agency have a water conservation "brand," "theme" or mascot? Yes No

Describe the brand, theme or mascot.

Market Research

Have you sponsored or participated in market research to refine your message? Yes No

Market Research Topic

Brand Message

Brand Mission Statement

Community Committees

Do you have a community conservation committee? Yes No

Enter the names of the community committees:

Training

Training Type	# of Trainings	# of Attendees	Description of Other	

Social Marketing Expenditures

Public Outreach Social Marketing Expenses

Expense Category	Expense Amount	Description	

Partnering Programs - Partners

- NameType of Program
- CLCA?
- Green Building Programs?
- Master Gardeners?
- Cooperative Extension?
- Local Colleges?
- Other

Retail and wholesale outlet; name(s) and type(s) of programs:

Partnering Programs - Newsletters

Number of newsletters per year

Number of customers per year

Partnering with Other Utilities

Describe other utilities your agency partners with, including electrical utilities

Conservation Gardens

Describe water conservation gardens at your agency or other high traffic areas or new

Landscape contests or awards

Describe water wise landscape contest or awards program conducted by your agency

Comments:

The fields in red are required.



Agency name:

Reporting unit name
(District name)

Reporting unit number:

Primary contact:

First name:

Last name:

Email:

Click here to open a table that displays your agency name reporting unit name and reporting unit number. Please ensure that you enter the correct information.

[Link to FAQs](#)

2009

BMP 2.1 Public Outreach Cont'd

[View MOU](#)

Public Outreach Expenses

Enter expenses for public outreach programs. Please include the same kind of expenses you included in the question related to your budget (Section 2.1.7, above). For example, if you included personnel costs in the budget entered above, be sure to include them here as well.

Expense Category	Expense Amount	Personnel Costs Included?	
If yes, check the check box.			

Additional Public Information Program

Please report additional public information contacts. List these additional contacts in order of how your agency views their importance / effectiveness with respect to conserving water, with the most important/ effective listed first (where 1 = most important).

Were there additional Public Outreach efforts? Yes No

Public Outreach Additional Information

Public Information Programs	Importance	

Social Marketing Programs

Branding

Does your agency have a water conservation "brand," "theme" or mascot? Yes No

Describe the brand, theme or mascot.

Market Research

Have you sponsored or participated in market research to refine your message? Yes No

Market Research Topic

Brand Message

Brand Mission Statement

Community Committees

Do you have a community conservation committee? Yes No

Enter the names of the community committees:

Training

Training Type	# of Trainings	# of Attendees	Description of Other	

Social Marketing Expenditures

Public Outreach Social Marketing Expenses

Expense Category	Expense Amount	Description	

Partnering Programs - Partners

Name	Type of Program
	CLCA?
	Green Building Programs?
	Master Gardeners?
	Cooperative Extension?
	Local Colleges?
	Other

Retail and wholesale outlet; name(s) and type(s) of programs:

Partnering Programs - Newsletters

Number of newsletters per year

Number of customers per year

Partnering with Other Utilities

Describe other utilities your agency partners with, including electrical utilities

Conservation Gardens

Describe water conservation gardens at your agency or other high traffic areas or new

Landscape contests or awards

Describe water wise landscape contest or awards program conducted by your agency

Comments:

The fields in red are required.



Agency name:

Reporting unit name
(District name)

Reporting unit number:

Primary contact:

First name:

Last name:

Email:

Click here to open a table that displays your agency name reporting unit name and reporting unit number. Please ensure that you enter the correct information.

[Link to FAQs](#)

2009

6A D &"& GWcc` 9Xi W hcb Dfc[fUa g`F YhU]` 5[YbVWg

JJYk`ACI

School Programs

=g`nci f`U[YbVh]a d`Ya Ybh]b[`gWcc`dfc[fUa g`k` \jW`Wb`VY
Vti bhYX`hc` \Y`d`UbchYf`U[YbVhVta d`mk Jh`h.]g`6A D3

Mg Bc

9bhYf`K` \c`YgU`Yf`BUa Yg`gYdUfU`YX`VmVta a Ug

A UHYf]Ug`a YYhgUHY`YXi W hcb`ZUa Yk cf`_`fYei JfYa Ybhg3

8YgWdhcb`cZ`A UHYf]Ug

A UHYf]Ug`X]gh]Vi hYX`hc`?!`*`Gh XYbhg3

8YgWdhcb`cZ`a UHYf]Ug`X]gh]Vi hYX`hc`?!`*`Gh XYbhg

Bi a VYf`cZ`gh XYbhg`fYUWYX

A UHYf]Ug`X]gh]Vi hYX`hc`+!`%&`Gh XYbhg3

8YgWdhcb`cZ`a UHYf]Ug`X]gh]Vi hYX`hc`+!`%&`Gh XYbhg

Bi a VYf`cZ`8]gh]Vi hcb

5bbi U`Vi X[YhZcf`gWcc`YXi W hcb`dfc[fUa

8YgWdhcb`cZ`U`chYf`k UHYf`g`dd`]Yf`YXi W hcb`dfc[fUa g

School Program Activities

Classroom presentations:

Bi a VYf`cZ`dfYgYbU hcbg

Bi a VYf`cZ`UHYbXYYg`

Large group assemblies:

Bi a VYf`cZ`dfYgYbU hcbg

Bi a VYf`cZ`UHYbXYYg`

Children’s water festivals or other events:

Bi a VYf`cZ`dfYgYbU hcbg

Bi a VYf`cZ`UHYbXYYg`

Cooperative efforts with existing science/water education programs (various workshops, science fair awards or judging) and follow-up:

Bi a VYf`cZ`dfYgYbU hcbg

Bi a VYf`cZ`UHYbXYYg`

Other methods of disseminating information (i.e. themed age-appropriate classroom loaner kits):

8YgWdhcb

Bi a VYf`X]gr]Vi hXX

Staffing children's booths at events & festivals:

Bi a VYf`cZVcch\g

Bi a VYf`cZUhhYbXYYg`

Water conservation contests such as poster and photo:

8YgWdhcb

Bi a VYf`X]gr]Vi hXX

Offer monetary awards/funding or scholarships to students:

Bi a VYf`CZ/fYX

HchU` : i bX]b[`

Teacher training workshops:

Bi a VYf`cZdfYgYbUhhcbg

Bi a VYf`cZUhhYbXYYg`

Fund and/or staff student field trips to treatment facilities, recycling facilities, water conservation gardens, etc.:

Bi a VYf`cZhci fg`cf`Z`Y`X
hf]dg

Bi a VYf`cZdUhhYbUhhcbg`

College internships in water conservation offered:

Bi a VYf`cZ]bYfbg\]dg

HchU`Z bX]b[`

Career fairs/workshops:

Bi a VYf`cZdfYgYbUhhcbg

Bi a VYf`cZUhhYbXYYg`

Additional program(s) supported by agency but not mentioned above:

8YgWdhcb

Bi a VYf`cZYj Yb]g`f]Z
Udd`]WV`Yk

Bi a VYf`cZdUhhYbUhhcbg`

**Total reporting period budget expenditures for school education programs
(include all agency costs):**

Comments

The fields in red are required.

Agency name:

Primary contact:

First name:

Division name
(Reporting unit)

Last name:

Reporting unit number:

Email:



WATER SOURCES

Service Area Population:

Potable Water

Own Supply Source Name

AF/YEAR

Water Supply Type

Water Supply Description

Imported Supply Source Name

AF/YEAR

Water Supply Type

Water Supply Description

AF/YEAR

Exported Water Name

AF/YEAR

Where Exported?

2010

Customer Type	Meter Accounts	Metered Water Delivered	Un-metered Accounts	Un-metered Water Delivered	Description
---------------	----------------	-------------------------	---------------------	----------------------------	-------------

The fields in red are required.



Agency name:

Reporting unit name
(District name)

Reporting unit number:

Primary contact:

First name:

Last name:

Email:

You must enter the reporting unit number that we have on record for your agency. Click here to open a table to obtain this number.

[Link to FAQs](#)

[See the complete MOU:](#)

[View MOU](#)

[See the coverage requirements for this BMP:](#)



Conservation Coordinator

Conservation Coordinator Yes No

Contact Information

First Name

Last Name

Title

Phone

Email

Note that the contact information may be the same as the primary contact information at the top of the page. If this is your case, excuse the inconvenience but please enter the information again.

Water Waste Prevention

Water Agency shall do one or more of the following:

- Enact and enforce an ordinance or establish terms of service that prohibit water waste
- Enact and enforce an ordinance or establish terms of service for water efficient design in new development
- Support legislation or regulations that prohibit water waste
- Enact an ordinance or establish terms of service to facilitate implementation of water shortage response measures
- Support local ordinances that prohibit water waste
- Support local ordinances that establish permits requirements for water efficient design in new

To document this BMP, provide the following:

- A description of, or electronic link to, any ordinances or terms of service
- A description of, or electronic link to, any ordinances or requirements adopted by local jurisdictions or regulatory agencies with the water agency's service area.
- A description of any water agency efforts to cooperate with other entities in the adoption or enforcement of local requirement
- description of agency support positions with respect to adoption of legislation or regulations

You can show your documentation by providing files, links (web addresses), and/or entering a description.



File name(s): Email files to natalie@cuwcc.org

Web address(s) URL: comma-separated list

Enter a description:

2010

BMP 1.1 Operations Practices

Comments:

The fields in red are required.



Agency name:

Reporting unit name
(District name)

Reporting unit number:

Primary contact:

First name:

Last name:

Email:

You must enter the reporting unit number that we have on record for your agency. Click here to open a table to obtain this number.

[Link to FAQs](#)

2010

BMP 1.2 Water Loss Control

[View MOU](#)



AWWA Water Audit

Agency to complete a Water Audit & Balance Using The AWWA Software Yes No
Email to natalie@cuwcc.org - Worksheets (AWWA Water Audit). Enter the name of the file below:

Water Audit Validity Score
from AWWA spreadsheet



Agency Completed Training In The AWWA Water Audit Method

Yes

No



Agency Completed Training In The Component Analysis Process

Yes

No

Completed/Updated the Component Analysis (at least every 4 years)?

Yes

No



Component Analysis Completed/Updated Date

Water Loss Performance

Agency Repaired All Reported Leaks & Breaks To The Extent Cost Effective

Yes

No

Recording Keeping Requirements:

Date/Time Leak Reported

Leak Location

Type of Leaking Pipe Segment or Fitting

Leak Running Time From Report to Repair

Leak Volume Estimate

Cost of Repair

Agency Located and Repaired Unreported Leaks to the Extent Cost Effective

Yes

No

Type of Program Activities Used to Detect Unreported Leaks

Annual Summary Information

Complete the following table with annual summary information (required for reporting years 2-5 only)

Total Leaks Repaired	Economic Value Of Real Loss	Economic Value Of AppUFYbhlLoss	Miles Of System Surveyed For Leaks	Pressure Reduction Undertaken for loss reduction	Cost Of Interventions	Water Saved (AF/Year)
----------------------	-----------------------------	---------------------------------	------------------------------------	--	-----------------------	-----------------------

Comments:

The fields in red are required.

Agency name:

Reporting unit name
(District name)

Reporting unit number:

Primary contact:

First name:

Last name:

Email:

You must enter the reporting unit number that we have on record for your agency. Click here to open a table to obtain this number.



BMP 1.3 Metering with Commodity 2010

[Link to FAQs](#)

See the complete MOU: [View MOU](#)

See the coverage requirements for this BMP:

Implementation

Does your agency have any unmetered service connections? Yes No

If YES, has your agency completed a meter retrofit plan? Yes No

Enter the number of previously unmetered accounts fitted with meters during reporting year:

Are all new service connections being metered? Yes No

Are all new service connections being billed volumetrically? Yes No

Has your agency completed and submitted electronically to the Council a written plan, policy or program to test, repair and replace meters? Yes No

Please Fill Out The Following Matrix

Account Type	# Metered Accounts	# Metered Accounts Read	# Metered Accounts Billed by Volume	Billing Frequency Per Year	# of estimated bills/yr
--------------	--------------------	-------------------------	-------------------------------------	----------------------------	-------------------------

Number of CII Accounts with Mixed-use Meters

Number of CII Accounts with Mixed-use Meters Retrofitted with Dedicated Irrigation Meters during Reporting Period

Feasibility Study

Has your agency conducted a feasibility study to assess the merits of a program to provide incentives to switch mixed-use accounts to dedicated landscape meters? Yes No

If YES, please fill in the following information:

A. When was the Feasibility Study conducted

B. Describe, upload or provide an electronic link to the Feasibility Study Upload File

File name(s): Email files to natalie@cuwcc.org

Web address(s) URL: comma-separated list

Comments:

The fields in red are required.

Agency name:

Reporting unit name
(District name)

Reporting unit number:

Primary contact:

First name:

Last name:

Email:

You must enter the reporting unit number that we have on record for your agency. Click here to open a table to obtain this number.



2010

[Link to FAQs](#)

[View MOU](#)

BMP 1.4 Retail Conservation Pricing

If you are reporting more rate structures than this form allows, add the structures to a spreadsheet and send the file to natalie@cuwcc.org.

Implementation (Water Rate Structure)

Enter the Water Rate Structures that are assigned to the majority of your customers, by customer class

Rate Structure	Customer Class	Total Revenue	Commodity Charges	Total Revenue Customer Meter/Service (Fixed Charges)

Implementation Option (Conservation Pricing Option)

Use Annual Revenue As Reported
Use Canadian Water & Wastewater Association Rate
Design Model

If CWWA is select, enter the file name and email the spreadsheet to natalie@cuwcc.org

Retail Waste Water (Sewer) Rate Structure by Customer Class

Agency Provide Sewer Service

Yes No

Select the Retail Waste Water(Sewer) Rate Structure assigned to the majority of your customers within a specific customer class.

Rate Structure	Customer Class	Total Revenue	Commodity Charges	Total Revenue Customer Meter/Service (Fixed Charges)

Comments:

The fields in red are required.



Agency name:

Reporting unit name
(District name)

Reporting unit number:

Primary contact:

First name:

Last name:

Email:

Click here to open a table that displays your agency name reporting unit name and reporting unit number. Please ensure that you enter the correct information.

[Link to FAQs](#)

[View MOU](#)

2010

BMP 2.1 Public Outreach - Retail Reporting

Is a Wholesale Agency Performing Public Outreach?

Are there one or more wholesale agencies performing public outreach which can be counted to help your agency comply with the BMP?

Yes No

Enter the name(s) of the wholesale agency (comma delimited)

Is your agency performing public outreach?

Report a minimum of 4 water conservation related contacts your agency had with the public during the year.

Public Information Programs List

Did at least one contact take place during each quarter of the reporting year?

Number of Public Contacts		Public Information Programs	

Contact with the Media

Are there one or more wholesale agencies performing media outreach which can be counted to help your agency comply with the BMP?

Yes No

Enter the name(s) of the wholesale agency (comma delimited)

OR Retail Agency (Contacts with the Media)

Did at least one contact take place during each quarter of the reporting year?

Media Contacts List

Number of Media Contacts	Did at least one contact take place during each quarter of the reporting year?	Media Contact Types	

Is a Wholesale Agency Performing Website Updates?

Did one or more CUWCC wholesale agencies agree to assume your agency's responsibility for meeting the requirements of and for CUWCC reporting of this BMP? Yes No

Enter the name(s) of the wholesale agency (comma delimited)

Is Your Agency Performing Website Updates?

Enter your agency's URL (website address):

Describe a minimum of four water conservation related updates to your agency's website that took place during the year:

Did at least one Website Update take place during each quarter of the reporting year? Yes No

Public Outreach Annual Budget

Enter budget for public outreach programs. You may enter total budget in a single line or brake the budget into discrete categories by entering many rows. Please indicate if personnel costs are included in the entry.

Category	Amount		Personnel Costs Included? If yes, check the box.	Comments	

Comments:

The fields in red are required.



Agency name:

Reporting unit name
(District name)

Reporting unit number:

Primary contact:

First name:

Last name:

Email:

Click here to open a table that displays your agency name reporting unit name and reporting unit number. Please ensure that you enter the correct information.

[Link to FAQs](#)

[View MOU](#)

2010

BMP 2.1 Public Outreach Cont'd

Public Outreach Expenses

Enter expenses for public outreach programs. Please include the same kind of expenses you included in the question related to your budget (Section 2.1.7, above). For example, if you included personnel costs in the budget entered above, be sure to include them here as well.

Expense Category	Expense Amount	Personnel Costs Included?	
If yes, check the check box.			

Additional Public Information Program

Please report additional public information contacts. List these additional contacts in order of how your agency views their importance / effectiveness with respect to conserving water, with the most important/ effective listed first (where 1 = most important).

Were there additional Public Outreach efforts? Yes No

Public Outreach Additional Information

Public Information Programs	Importance	

Social Marketing Programs

Branding

Does your agency have a water conservation "brand," "theme" or mascot? Yes No

Describe the brand, theme or mascot.

Market Research

Have you sponsored or participated in market research to refine your message? Yes No

Market Research Topic

Brand Message

Brand Mission Statement

Community Committees

Do you have a community conservation committee? Yes No

Enter the names of the community committees:

Training

Training Type	# of Trainings	# of Attendees	Description of Other	

Social Marketing Expenditures

Public Outreach Social Marketing Expenses

Expense Category	Expense Amount	Description	

Partnering Programs - Partners

- NameType of Program
- CLCA?
- Green Building Programs?
- Master Gardeners?
- Cooperative Extension?
- Local Colleges?
- Other

Retail and wholesale outlet; name(s) and type(s) of programs:

Partnering Programs - Newsletters

Number of newsletters per year

Number of customers per year

Partnering with Other Utilities

Describe other utilities your agency partners with, including electrical utilities

Conservation Gardens

Describe water conservation gardens at your agency or other high traffic areas or new

Landscape contests or awards

Describe water wise landscape contest or awards program conducted by your agency

Comments:

The fields in red are required.



Agency name:

Reporting unit name
(District name)

Reporting unit number:

Primary contact:

First name:

Last name:

Email:

Click here to open a table that displays your agency name reporting unit name and reporting unit number. Please ensure that you enter the correct information.

[Link to FAQs](#)

[View MOU](#)

2010

BMP 2.2 School Education Programs, Retail Agencies

School Programs

Is a wholesale agency implementing school programs which can be counted to help your agency comply with this BMP?

Yes No

Enter Wholesaler Names, separated by commas:

Materials meet state education framework requirements?

Description of Materials

Materials distributed to K-6 Students?

Description of materials distributed to K-6 Students

Number of students reached

Materials distributed to 7-12 Students?

Description of materials distributed to 7-12 Students

Number of Distribution

Annual budget for school education program

Description of all other water supplier education programs

School Program Activities

Classroom presentations:

Number of presentations

Number of attendees

Large group assemblies:

Number of presentations

Number of attendees

Children's water festivals or other events:

Number of presentations

Number of attendees

Cooperative efforts with existing science/water education programs (various workshops, science fair awards or judging) and follow-up:

Number of presentations

Number of attendees

Other methods of disseminating information (i.e. themed age-appropriate classroom loaner kits):

Description

Number distributed

Staffing children's booths at events & festivals:

Number of booths

Number of attendees

Water conservation contests such as poster and photo:

Description

Number distributed

Offer monetary awards/funding or scholarships to students:

Number Offered

Total Funding

Teacher training workshops:

Number of presentations

Number of attendees

Fund and/or staff student field trips to treatment facilities, recycling facilities, water conservation gardens, etc.:

Number of tours or field trips

Number of participants

College internships in water conservation offered:

Number of internships

Total funding

Career fairs/workshops:

Number of presentations

Number of attendees

Additional program(s) supported by agency but not mentioned above:

Description

Number of events (if applicable)

Number of participants

Total reporting period budget expenditures for school education programs (include all agency costs):

Comments

Appendix J

CUWCC Target Calculator



TARGETS / COMPLIANCE (SBx7-7)

Input cells:
Calculated cells:

Target Summary	2020	2015
Method 1	111.1	125.0
Method 2	N/A	N/A
Method 3	132.4	135.6
Method 4	0.0	0.0

Min Value Max Value

GPCD in 2010	115.4
Base daily per capita water use (10-15yr baseline)	138.8
Base daily per capita water use (5yr baseline)	139.3
Max. allowable GPCD target in 2020 (95% x 5yr baseline)	132.4

Method 1: Baseline per Capita Water Use

80% x Base daily per capita water use (10-15yr baseline):

2015 Target:

2020 Target:

Method 2: Performance Standards

TM 2 Indoor Water Use allowance:

TM 6 Landscaped Area Water Use:

TM 7 Baseline CII Water Use:

2015 Target:

2020 Target:

Method 3: Hydrologic Region Targets

Enter the percentage of your service area population in each hydrologic region

Region	Region Name	% Population	GPCD Target
1	North Coast	0.0%	137
2	San Francisco Bay	0.0%	131
3	Central Coast	0.0%	123
4	South Coast	100.0%	149
5	Sacramento River	0.0%	176
6	San Jacinto	0.0%	174
7	Tulare lake	0.0%	188
8	North Lahontan	0.0%	173
9	South Lahontan	0.0%	170
10	Colorado River	0.0%	211
		100.0%	

2015 Target:

2020 Target (reduced):

Method 4:

To be Developed

Appendix K

Ordinances 2729, 2810 and 2826

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2729

**ORDINANCE ESTABLISHING REQUIREMENTS FOR WATER CONSERVATION
AND WATER SHORTAGE RESPONSE**

WHEREAS, the City of Oxnard ("city") owns and operates its municipal water supply system; and

WHEREAS, the city's mission as a water supplier is to provide a reliable and affordable drinking water supply of good quality; and

WHEREAS, to meet the community's existing demand for water, the city relies on both local and imported water supplies, including groundwater produced and treated from city facilities, as well as water purchased from the United Water Conservation District, and imported supplies purchased from the Calleguas Municipal Water District, a member agency of the Metropolitan Water District of Southern California; and

WHEREAS, the city, with a current population of over 200,000 residents, is the largest city in Ventura County and is expected to continue to grow; and

WHEREAS, the availability of local and imported water supplies is subject to change based on the variability of local rainfall and the delivery capacity of the State Water Project; and

WHEREAS, State law requires the city to prepare and update every five years its Urban Water Management Plan (see Water Code Sections 10610 *et seq.*); and

WHEREAS, through the process of developing its 2005 update to the Urban Water Management Plan, the City Council determined to update the water conservation and water shortage response portions of the Oxnard City Code; and

WHEREAS, section 15061, paragraph (b)(3), of the California Environmental Quality Act ("CEQA") Guidelines provides that a project is exempt from CEQA if "the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect to the environment;" and

WHEREAS, this ordinance and its implementation does not result in any changes to existing facilities or any increase in the quantity of water available to city customers and thus, does not create the potential for causing any significant effect to the environment; and

WHEREAS, sections 15307 and 15308 of the CEQA Guidelines provide that a project is categorically exempt from CEQA if the activity is taken “to ensure the maintenance, restoration, or enhancement of natural resources or the environment;” and

WHEREAS, the conservation of water resources that may occur during water shortage conditions as a result of this ordinance will help ensure the maintenance and sustainability of certain local and imported water resources.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby find as follows:

1. The adoption of this ordinance is exempt from CEQA for the following reasons:
 - a. CEQA Guidelines section 10561 exempts projects which have no potential for resulting in a physical change in the environment and because this ordinance and its implementation does not result in any changes to existing facilities or any increase in the quantity of water available to city customers, this ordinance does not create the potential for causing any significant effect to the environment.
 - b. CEQA Guidelines sections 15307 and 15308 exempt a project if the activity is taken “to ensure the maintenance, restoration, or enhancement of natural resources or the environment” and the conservation of water resources, particularly during water shortage conditions, will help ensure the maintenance and sustainability of certain local and imported water resources.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part I. Article IX (“Water Shortage Emergency Procedures”) of Chapter 22 of the Oxnard City Code is repealed and restated in its entirety to read as follows:

“Article IX: “Water Conservation and Water Shortage Response Procedures”

SEC. 22-150. SHORT TITLE.

This Article IX shall be known and cited as the “City of Oxnard Water Conservation and Water Shortage Response Ordinance.”

SEC. 22-151. DECLARATION OF WATER SHORTAGE CONDITIONS.

(A). The city council may, by resolution, declare that water shortage conditions are present within the city. The city council shall establish mandatory water conservation measures associated with the water shortage conditions, as further provided in Section 22-154

(B). This article shall apply to all customers and properties that receive city water service.

(C) All mandatory water conservation measures shall remain in effect until the city council declares that the water shortage conditions have eased so that the shortage responses may be modified or eliminated.

SEC. 22-152. POLICY AND PURPOSE.

(A) During a declared water shortage condition, the water sources available to the city shall be allocated to the maximum beneficial use to the greatest extent possible, and the waste or unreasonable use or unreasonable method of use of water shall be prevented, and water available is to be conserved with a view to the reasonable and beneficial use thereof in the interests of the people of the city and for the public welfare.

(B) The purpose of this article is to provide water shortage condition response procedures to minimize the effect of any existing or threatened water shortage conditions on customers and businesses within the city. These provisions are intended to significantly reduce the consumption of city water over an extended period of time and, thus, extend the availability of water for city customers while reducing the hardship on the city and the general public to the greatest extent possible.

SEC. 22-153. GENERAL PROHIBITION: ENFORCEMENT.

(A) No customer shall make, cause, use, or permit the use of water in a manner contrary to any provision of this article or article VIII in an amount in excess of any reduction levels described in a city council adopted water shortage condition resolution. For any violation of the use restrictions set forth in this article or article VIII, each such customer shall be guilty of a separate offense for each day during which such unauthorized use occurred, continued or was permitted.

(B) In addition to such acts being a criminal violation, any unauthorized water use in violation of this article shall be a public nuisance. The city may prosecute any violation of the use restrictions set forth in this article by means of criminal and civil filings, as deemed appropriate by the city attorney, if such violation continues, after notice has been given.

SEC. 22-154. MANDATORY WATER CONSERVATION MEASURES.

(A) Whenever the city council declares that water shortage conditions exist, the city council shall also designate the severity of the shortage conditions and establish mandatory conservation measures.

(B) The severity of each water shortage condition shall be designated in stages, from 1 to 4. Each stage shall correspond to the degree to which the city has or is likely to suffer reduced availability of water supplies, as follows:

Stage	Severity: Reduction in Available Supplies
1	Up to 15%
2	15-25%
3	25-35%
4	Greater than 35%

(C) Each resolution declaring or modifying a water shortage condition shall include mandatory water use restrictions. Any required reductions in water use shall begin with the customer's next full billing period following the declaration or as otherwise provided in the resolution. Required water use restrictions may include, but are not limited to the following:

(1) Maximum allowed water use based on each customer's average historical use. The manager shall establish a method of determining each customer's historical water use against which any required reductions shall be measured. The methodology for determining each customer's historical use shall be described in the water shortage resolution. The manager shall also assign an historical use to any customer who was not a customer for a period sufficient to establish a reliable historical use. The assigned number shall correspond to the usage of similar locations.

(2) (a) The manager shall grant prior approval for water to be used on a one-time basis for construction and dust control. The user shall submit its water use plan at least thirty days in advance of the proposed use.

(b) The use of potable water for sanitation, irrigation and construction purposes, including but not limited to dust control, settling of backfill, flushing of plumbing lines, and washing of equipment, buildings and vehicles, shall be prohibited in all cases where the manager has determined that use of reclaimed, recycled or other forms of nonpotable water use is a feasible alternative.

(c) Depending upon the severity of the water shortage, the city may not issue new construction meters or short term water use permits unless reclaimed or non-potable water is used, unless potable water use is necessary to protect the health, safety or welfare.

(3) The use of water from fire hydrants shall be limited to fire fighting and related activities and other uses of water for municipal purposes shall be limited to activities necessary to maintain the public health, safety and welfare.

(4) The use of running water from a hose, pipe, or faucet to clean buildings, pavement, tile, wood, plastic, driveways, parking lots, and other paved surfaces, may be limited or prohibited, except for compelling public health and safety reasons. If allowed, a hose with a positive shut-off nozzle must be used.

(5) All restaurants that provide table service shall post, in a conspicuous place, a notice of water shortage conditions and shall refrain from serving water except upon specific request by a customer.

(6) Use of potable water to fill or refill recreational or ornamental lakes, ponds or fountains may be limited or prohibited, or only allowed to operate with reclaimed or recycled water or other approved non-potable water. When using non-potable water, the user shall post appropriate signs in conspicuous areas.

(7) Operators of hotels, motels, and other commercial establishments offering lodgings shall post in each room a notice of water shortage conditions, encouraging water conservation practices.

(8) Any use of water that causes runoff to occur beyond the immediate vicinity of use shall be prohibited.

(9) Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation may be prohibited except between 6:00 p.m. and 9:00 a.m. and only when necessary. Use of a hand held hose with positive shut-off nozzle, bucket, or micro irrigation systems/equipment may be required.

(10) Irrigation may be permitted for ground cover for fire protection purposes and erosion control. Depending on the severity of the water shortage conditions, outside residential, municipal or commercial landscape irrigation may be prohibited.

(11) Boats and vehicles shall be washed only at commercial wash facilities that recycle their wash water; by use of a bucket and hose equipped with a self-closing valve that requires operator pressure to activate the flow of water; or by mobile high pressure/low volume professional services.

(12) Depending on the drought severity, washing of private vehicles may be prohibited, except at commercial wash facilities that recycle their wash water; with water salvaged from indoor use (e.g. water from showers, sinks or lavatories); or by mobile high pressure/low volume professional services.

(13) Depending upon the drought severity, the use of potable water through a meter that is restricted to irrigation uses only may be prohibited. The manager shall have the right to shut off water service to any such meter upon seven days advance notice to the customer.

(14) Outdoor irrigation is not permitted during rain.

(15) Watering to maintain the level of water in swimming pools shall occur only when necessary. A pool cover shall be used to conserve water at all times. Draining of pools or refilling shall be done only for health or safety reasons as determined by the health department or manager. Depending on the severity of the declared drought emergency, the introduction of water into residential swimming pools and spas may be prohibited.

(16) Agricultural customers, commercial nurseries and livestock facilities shall use water only when necessary. The water shortage resolution may invoke appropriate measures to limit or prohibit certain use of potable water for commercial agricultural use.

(17) Irrigation of parks, school ground areas, and road median landscaping will not be permitted more than twice a week and only if necessary. Depending on the severity of the drought emergency, these water uses may be prohibited unless recycled water is used.

(18) Golf course water use shall be limited based upon the severity of the drought. To the extent potable water is used for golf course irrigation, limitation on the irrigation of roughs shall be implemented before limitations on fairway irrigation. Efficient use of recycled water on any golf course shall not be limited.

(19) Depending on the severity of the drought, the city manager may limit or withhold issuance of building permits which require new or expanded water service, except to protect the public's health, safety and welfare, or in cases which meet city council adopted conservation offset requirements.

(D) Each water shortage condition resolution shall set forth a scheduled time for its expiration or further review of the water shortage situation.

SEC. 22-155. PUBLIC NOTIFICATION.

Concurrent with the hearing on the adoption of a water shortage condition resolution and following its adoption, the city council shall implement all reasonable measures to inform city customers of all water use restrictions. The city manager may issue notices through press releases, to print and broadcast media and with customer water bills. The city manager may also provide written and verbal notification to specific impacted industry groups, such as public services, hotels, golf courses, school districts, developers and restaurants.

SEC. 22-156. EXCEPTIONS.

(A) Based on the severity of the declared water shortage conditions, the city council may except any or all of the following uses, in their entirety or in part, from the mandatory conservation measures:

(1) Commercial vehicle washes with water recycling systems, mobile high pressure/low volume professional vehicle wash services and commercial laundries, as consumers commonly use these types of businesses as a water conservation measure.

(2) Water use necessary for public health and safety, for essential health care services or governmental services such as police, fire and other similar public safety or emergency services.

(3) Use of reclaimed or recycled water.

(B) Public agency or other customers who utilize multiple water meters, or who have

unique circumstances, may seek approval from the manager to implement a customized water conservation plan in lieu the mandatory conservation measures set forth in the city council resolution. Such a plan must reduce water consumption to a level consistent with other customers, and shall be effective upon written approval of the manager.

SEC. 22-157. ENFORCEMENT.

The city manager shall take the following steps in response to the failure of any customer to comply with water use restrictions established in any water shortage conditions resolution.

(A) A surcharge shall be imposed on the customer based on the magnitude of the water overuse, and the number of separate occasions the customer has exceeded the designated allotment during the water shortage condition. The charges shall be as follows:

Shortage Stage	Infractions	
	Up to two	Three or more
1	Water use in excess of allotment billed at two times the highest unit rate for that customer class.	Water use in excess of allotment billed at four times the highest unit rate for that customer class.
2	Water use in excess of allotment billed at three times the highest unit rate for that customer class	Water use in excess of allotment billed at five times the highest unit rate for that customer class
3	Water use in excess of allotment billed at four times the highest unit rate for that customer class	Water use in excess of allotment billed at six times the highest unit rate for that customer class
4	Water use in excess of allotment billed at five times the highest unit rate for that customer class	Water use in excess of allotment billed at seven times the highest unit rate for that customer class

(B) In addition to the imposition of the surcharge described in subsection (A) above, for the fourth failure to comply, the manager shall install on the customer service a flow-restricting device of one gallon per minute capacity for services up to one and one-half inch size, and

comparatively sized restricting devices for larger services. The device shall remain installed at the discretion of the manager, or until the water shortage resolution is terminated.

(C) The city shall charge the customer the reasonable costs incurred for installing and for removing the flow-restricting devices and for restoration of normal service. The charge and any surcharges shall be paid before normal service is restored.

(D) In every case, the excess water use penalty is in addition to the regular rate charged for water.

(E) Each failure to comply will be cumulative for the duration of a water shortage condition.

SEC. 22-158. REQUEST FOR ADJUSTMENT.

(A) A customer shall have the right to request relief from or an adjustment to an allowed allocation. The timing and processing of the request shall be as provided in section 22-162.

(B) In determining whether relief shall be granted, the hearing officer shall consider all relevant factors including, but not necessarily limited to, the following:

(1) Any considerations that might warrant modifications to the maximum allowed water use based on the customer's historical use.

(2) Whether the required reduction in water consumption will result in unemployment or economic hardship dissimilar to other similarly situated customers.

(3) Whether additional members have been added to the household.

(4) Whether any additional landscaped property has been added to the property subsequent to the historical base period.

(5) Changes in vacancy factors in multi-family housing.

(6) Increased number of employees in commercial, industrial and governmental offices.

(7) Water uses during new construction.

(8) Adjustments to water use caused by emergency, health or safety issues.

(9) First filling of a swimming pool constructed under permit.

(10) Water use necessary for reasons related to family illness or health.

(11) Increased production requiring increased processed water.

(12) Water use in multi-family housing or mobile home parks where more than one dwelling unit is provided water service by a single water meter.

(13) Unusual or unexplained water usage.

(14) Water usage that is substantially less than adjacent and similar properties as a direct result of historic water conservation practices. In no event, however, may an adjustment be made which would permit a water use higher than that which historically existed.

SEC. 22-159. NOTICE OF VIOLATION.

(A) The city manager shall give the following written notice of violation to the customer committing the violation:

(1) Notice of the applicable water use allotment or restriction, along with the actual measured use and alleged violation, shall be given in writing by regular mail or personal delivery to the customer's address on file with the city.

(a) If personal delivery is used, the notice of violation shall be provided to the customer or to an adult at the premises and by sending a copy through the regular mail to the address at which the customer is normally billed;

(b) If the customer or an adult cannot be located at the premises, then by affixing a copy in a conspicuous place at the premises at which the violation occurred and also by sending a copy through the regular mail to the address at which the customer is normally billed.

(3) The notice shall contain a description of the facts of the violation, a statement of the possible penalties for each violation and a statement informing the customer of his or her right to request an adjustment or an appeal.

SEC. 22-160. REDUCTION IN WATER SUPPLIED.

If any customer fails to comply with any provision of this article, the city manager may reduce the amount of water provided to that customer to the level which that customer would be using if he/she were complying with the provisions of this article. The provisions of this section shall be applied in lieu of, or in addition to, any of the other provisions of this article, at the discretion of the city manager, and may be applied without regard to the status or nature of the customer.

SEC. 22-161. WATER SHORTAGE EMERGENCY; HEALTH AND SAFETY IMPACTS.

Nothing contained in this article shall be construed to: (A) alter the city council's authority to declare and implement a water shortage emergency, as provided in Water Code section 350 *et seq.*; or (B) require the city to curtail or reduce the supply of water to any customer when, in the discretion of the city, substantial damage to equipment could occur or such water is required by that customer to maintain an adequate level of health and safety.

SEC. 22-162. APPEAL.

(A) Each customer shall have the right to appeal the restrictions or allocation granted under the water shortage resolution or any notice of violation by filing a written request for appeal with the city clerk within fifteen days of receipt of the relevant decision or notice.

(B) If the request for appeal is not received by the city clerk within the required period, the customer shall forfeit the right to appeal.

(C) Each customer filing an appeal shall be given a hearing before a hearing officer designated by the city manager. The hearing shall be conducted promptly following the request.

(D) The customer may present any relevant evidence at the hearing. The formal rules of evidence shall not apply. All relevant evidence shall be admissible, unless a sound objection warrants its exclusion.

(E) No relief shall be granted to any customer who, when requested, fails to provide any information necessary for resolution of the customer's appeal. The imposition of any remedy, surcharge, and installation of a flow-restricting device or fine shall be stayed during the processing of the appeal.

(F) A final decision on the appeal shall be provided to the customer in writing within thirty days of receipt of the appeal. The customer shall have exhausted his/her administrative remedies upon the issuance of this final decision.

Part II. SEVERABILITY.

If any section, paragraph, sentence, clause, or phrase of this ordinance or any part thereof, is for any reason held unconstitutional, invalid, or ineffective by any court of competent

jurisdiction, said decision shall not affect the validity or effectiveness of the remaining portions of this ordinance, or any part thereof.

Part III. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation in the City. Ordinance No. 2729 was read on November 21, 2006, and finally adopted on November 28, 2006, to become effective thirty days thereafter.

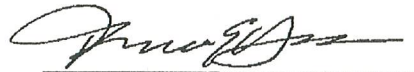
PASSED AND ADOPTED this 28th day of November, 2006, by the following vote:

AYES: Councilmembers Flynn, Herrera, Holden, Maulhardt and Zaragoza.

NAYS: None.

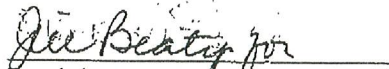
ABSENT: None.

ABSTAIN: None.

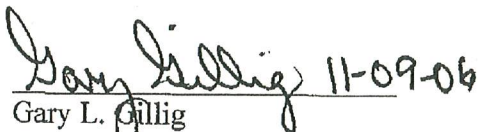


Dr. Thomas E. Holden
Mayor

ATTEST:


Daniel Martinez
City Clerk

APPROVED AS TO FORM:


Gary L. Gillig
City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2810

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
CERTAIN SECTIONS OF ARTICLES VII, IX AND X OF CHAPTER 22 OF THE CITY
CODE, CONCERNING WATER WASTE RESTRICTIONS, REQUIREMENTS FOR
WATER CONSERVATION AND WATER SHORTAGE RESPONSE, AND WATER
RECYCLING**

WHEREAS, the City of Oxnard ("city") is a general law city in Ventura County, California; and

WHEREAS, the city owns and operates a municipal water system providing retail potable water service to the local community; and

WHEREAS, a reliable minimum supply of potable water is essential to the public health, safety and welfare of the people and economy of the Southern California region; and

WHEREAS, to meet the community's existing demand for water, the city relies on both local and imported water supplies, including groundwater produced and treated from city facilities, as well as water purchased from the United Water Conservation District, and imported supplies purchased from the Calleguas Municipal Water District, a member agency of the Metropolitan Water District of Southern California; and

WHEREAS, Southern California is a semi-arid region and is largely dependent upon imported water supplies. A growing population, environmental concerns, and other factors in other parts of the State and western United States, make the region highly susceptible to year-to-year variations in available water supplies; and

WHEREAS, careful water management that includes active water conservation at all times, is essential to ensure a reliable supply of water to meet current and future water supply needs; and

WHEREAS, Article XI, section 7 of the California Constitution declares that a city or county may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, Article X, section 2 of the California constitution declares that the general welfare requires that water resources be put to beneficial use, waste or unreasonable use or unreasonable method of use of water be prevented, and conservation of water be fully exercised with a view to optimize the reasonable and beneficial use of water; and

WHEREAS, California Water Code section 375 authorizes water suppliers to adopt and enforce a comprehensive water conservation program to reduce water consumption and conserve supplies; and

WHEREAS, these amendments to the city's water waste and water conservation and supply shortage ordinances are necessary to manage the city's potable water supply to avoid or minimize the effects of drought and water supply variations within the City. This conservation program is essential to ensure a reliable and sustainable minimum supply of water for the public health, safety and welfare; and

WHEREAS, section 15061, paragraph (b)(3), of the California Environmental Quality Act ("CEQA") Guidelines provides that a project is exempt from CEQA if "the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect to the environment;" and

WHEREAS, this ordinance and its implementation does not result in any changes to existing facilities or any increase in the quantity of water available to city customers and thus, does not create the potential for causing any significant effect to the environment; and

WHEREAS, sections 15307 and 15308 of the CEQA Guidelines provide that a project is categorically exempt from CEQA if the activity is taken "to ensure the maintenance, restoration, or enhancement of natural resources or the environment;" and

WHEREAS, the conservation of water resources that may that result from imposition of *this ordinance will help ensure the maintenance and sustainability of certain local and imported water resources.*

NOW, THEREFORE, the City Council of the City of Oxnard does hereby find as follows:

The adoption of this ordinance is exempt from CEQA for the following reasons:

CEQA Guidelines section 10561 exempts projects which have no potential for resulting in a physical change in the environment and because this ordinance and its implementation does not result in any changes to existing facilities or any increase in the quantity of water available to City customers, this ordinance does not create the potential for causing any significant effect to the environment.

CEQA Guidelines sections 15307 and 15308 exempt a project if the activity is taken "to ensure the maintenance, restoration, or enhancement of natural resources or the environment" and the conservation of water resources, particularly during water shortage conditions, will help ensure the maintenance and sustainability of certain local and imported water resources.

Purpose and Intent

- (A) The purpose of this ordinance is to amend certain portions of the city code concerning water waste and water conservation and supply shortage, and recycled water programs to manage water consumption within the city through

conservation, enable effective water supply planning, assure reasonable and beneficial use of water, prevent waste of water, and maximize the efficient use of all water sources within the city to maintain the long-term integrity of the water supplies available to the city, and also minimize the magnitude of drought related water restrictions to the greatest extent possible.

- (B) This ordinance establishes permanent water conservation standards intended to maximize water use efficiency for non-shortage conditions and further refines the existing four levels of water supply shortage response actions to be implemented during times of declared water shortage or declared water shortage emergency, with increasing restrictions on water use in response to worsening drought or emergency conditions.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. Sections 136, 137(D)(1) and 142 of Article VIII; sections 153,154, and 157(C) of Article IX; and sections 179(B)(1) and 182(A)-(B) of Article X, of Chapter 22 of the City Code are repealed.

Part 2. Sections 136, 137(D)(1) and 142 of Article VIII; sections 153,154, and 157(C) of Article IX; and sections 179(B)(1) and 182(A)-(B) of Article X, of Chapter 22 of the City Code are adopted to read:

SEC. 22-136. WATER WASTE PROHIBITED.

- (A) The city council declares that any waste or unreasonable use, or unreasonable method of use of water is hereby prohibited and that the conservation of water shall be mandatory on all persons using city water within and outside the city limits.
- (B) Therefore, the city council orders the restrictions on water use as specified below:
- (1) Limits on Watering Hours. Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 6:00 p.m. and 9:00 a.m. Testing of repairs to and replacement of irrigation systems may occur outside of the normally allowed irrigation period.
- (2) No Outdoor Irrigation During Rain. Outdoor irrigation is prohibited during rain.
- (3) Limits on Watering Duration. Watering or irrigating of lawns, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than fifteen (15) minutes per day per station. This subsection does not apply to landscape irrigation systems that exclusively use high efficiency irrigation equipment, very low-flow drip type irrigation systems when no emitter produces more than two gallons of water per hour, and weather based controllers or high-efficiency stream rotor sprinklers.

- (4) No Run-Off. Watering of turf, ornamental landscape, open ground crops and trees (including agricultural irrigation) in a wasteful manner is prohibited. Wasteful practices include, but are not limited to, allowing water to run off onto sidewalks, driveways, gutters or streets, or allowing the pooling or puddling of water on any hard-surfaced area.
- (5) No Use of Water to Clean Surfaces. The use of running water from a hose, pipe, or faucet to clean buildings, pavement, tile, wood, plastic, driveways, parking lots, and other paved surfaces is prohibited, except for public health and safety reasons and then only with a hose with an automatic shut-off nozzle.
- (6) Recycled Water for Ornamental Ponds and Fountains. Where and when available, approved non-potable water shall be used to fill or refill recreational or ornamental lakes, ponds or fountains. When using non-potable water, the user shall post signs in conspicuous areas identifying the fact that non-potable water is being used. Newly installed or replacement ponds and fountains shall include recirculation pump(s) that maximize the efficiency and reuse of fill water.
- (7) Prompt Leak Repair. All leaks, breaks or malfunction within a plumbing or water distribution system shall be repaired as promptly as practical. All repairs shall be completed within 72 hours after discovery of such leak, break or malfunction, or receipt of notice from the City of such condition, whichever comes first.
- (8) Boat and Vehicle Washing. Boats, vehicles and other mobile equipment shall be washed only at commercial wash facilities that recycle their wash water; by use of a bucket and hose equipped with a self-closing valve that requires operator pressure to activate the flow of water; or by mobile high pressure/low volume professional services.
- (9) Drinking Water Service Upon Request. Service of drinking water at all restaurants, hotels, cafés, cafeterias, coffee shops, fast-food operations, banquet facilities or other public places where food is served or offered for sale, shall only be made upon customer request.
- (10) Commercial Dish Washing. No later than July 1, 2010, all food preparation establishments shall use water conserving dish wash spray valves when washing dishes.
- (11) Commercial Lodging Water Conservation Measure. Operators of hotels, motels, and other commercial establishments offering lodgings shall post in each room prominent notice encouraging water conservation practices, including the option of not having towels and linen laundered daily.
- (12) Commercial / Industrial Cooling Systems. Installation of a new or replacement single pass cooling systems in commercial or industrial buildings is prohibited.

- (13) Commercial Car Wash and Laundry Systems. Installation of new or replacement non re-circulating water systems in commercial conveyor car wash or commercial laundry systems is prohibited.
- (14) Swimming Pools. Filling and refilling of a swimming pool, with the exception of the first filling of a swimming pool and the occasional adding of small quantities of water to maintain proper water level, or for health or safety reasons, is prohibited.
- (15) Waste, Generally. Any indiscriminate use of water not otherwise addressed above and which is wasteful, is prohibited.

SEC. 22-137. FAILURE TO COMPLY.

Any violation of the provisions of this Article may be prosecuted under the provisions of section 1-10 of this code. In addition, the following remedies may be imposed against any person for violation of any of the sections of this Article:

(D)(1) For a fourth violation during a 12-month period, the city shall be able to install, at the expense of the customer, a flow- restricting device of one gpm capacity on the location receiving water service through up to 1½-inch size distribution systems and comparatively sized restricting devices on locations receiving water service through larger distribution systems. These devices shall be installed for a period of not less than 48 hours on the service of the customer at the location at which the violation occurred

SEC. 22-142. ENFORCEMENT PERSONNEL.

The employees of the police, fire, development services and public works departments and other designated persons shall be responsible for enforcement of the various sections of this Article under their respective authority or as is specifically assigned to them by the city manager.

SEC. 22-153. GENERAL PROHIBITION: ENFORCEMENT.

(A) No customer shall make, cause, use, or permit the use of water in a manner contrary to any provision of this Article or Article VIII in an amount in excess of any reduction levels described in a city council adopted water shortage condition resolution. Any violation of the provisions of this Article or Article VIII may be prosecuted under the provisions of section 1-10 of this code, and each violation of each during which such unauthorized use occurred, continued or was permitted shall be considered a separate violation.

(B) In addition to prosecution under the provisions of section 1-10, any unauthorized water use in violation of this Article shall be a public nuisance. The city may prosecute any violation of the use restrictions set forth in this Article by means of criminal and civil filings, as deemed appropriate by the city attorney.

SEC. 22-154. MANDATORY WATER CONSERVATION MEASURES.

- (A) Whenever the city council declares that water shortage conditions exist, the city council shall also designate the severity of the shortage conditions and establish mandatory conservation measures.
- (B) The severity of each water shortage condition shall be designated in stages, from 1 to 4. Each stage shall correspond to the degree to which the city has or is likely to suffer reduced availability of water supplies, as follows:

Stage	Severity: Reduction in Available Supplies
1	Up to 15%
2	15-25%
3	25-35%
4	Greater than 35%

- (C) Each resolution declaring or modifying a water shortage condition shall include mandatory water use restrictions. Any required reductions in water use shall begin with the customer's next full billing period following the declaration, or as otherwise provided in the resolution. In addition to the restrictions set forth in section 22-136, the required water use restrictions may include, but are not limited to the following:
- (1) Maximum allowed water use. The manager shall establish a method of determining each customer's water use (baseline use) against which any required reductions shall be measured. The methodology for determining each customer's baseline use shall be described in the water shortage resolution, and shall include historical use and usage for similar situated customers. To the extent practical, customers who have already implemented up-to-date conservation practices shall not be penalized in establishing their baseline use.
- (2) One-Time and Short-Term Uses:
- (a) The manager shall grant prior approval for water to be used on a one-time or short-term basis for construction and dust control. The user shall submit to the manager its water use plan at least 30 days in advance of the proposed use.
- (b) The use of potable water for sanitation, irrigation and construction purposes, including but not limited to dust control, settling of backfill, flushing of plumbing lines, and washing of equipment, buildings and vehicles, shall be prohibited in all cases where the manager has determined that use of reclaimed, recycled or other forms of nonpotable water use is a feasible alternative.

- (c) Depending upon the severity of the water shortage, the city may not issue new construction meters or allow short term water use unless reclaimed or non-potable water is used, unless potable water use is necessary to protect the health, safety or welfare.
- (3) Fire Hydrants: The use of water from fire hydrants shall be limited to fire fighting and related activities and other uses of water for municipal purposes shall be limited to activities necessary to maintain the public health, safety and welfare.
- (4) Exceptions for Fire/Erosion Protection. Irrigation may be permitted for ground cover for fire protection purposes and erosion control. Depending on the severity of the water shortage conditions, outside residential, municipal or commercial landscape irrigation may be limited or prohibited.
- (5) Expeditious Leak Repair. All leaks, breaks or malfunction within a plumbing or water distribution system shall be repaired as expeditiously as practical. All repairs shall be completed within 48 hours after discovery of such leak, break or malfunction, or receipt of notice from the city of such condition, whichever comes first.
- (6) Restrictions on Potable Water Use for Irrigation. Depending upon the drought severity, the use of potable water for irrigation uses may be restricted or prohibited. The manager shall have the right to shut off water service to any such irrigation service upon seven days advance notice to the customer.
- (7) Limits on Swimming Pools. Watering to maintain the level of water in swimming pools shall occur only when essential. A pool cover shall be used to conserve water at all times. Draining of pools or refilling shall be done only for health or safety reasons as determined by the health department or manager. Depending on the severity of the declared drought emergency, the introduction of water into residential swimming pools and spas may be prohibited.
- (8) Limits on Agricultural Use. Agricultural customers, commercial nurseries and livestock facilities shall use water only when necessary. The water shortage resolution may invoke appropriate measures to limit or prohibit certain use of potable water for commercial agricultural use.
- (9) Irrigation of Public Works. Irrigation of parks, school ground areas, and road median landscaping will not be permitted more than twice a week and only if necessary. Depending on the severity of the drought emergency, these water uses may be prohibited unless recycled water is used.
- (10) Limits on Golf Courses. Golf course water use shall be limited based upon the severity of the drought. To the extent potable water is used for golf course irrigation, limitation on the irrigation of roughs shall be implemented before limitations on fairway irrigation. Efficient use of recycled water on any golf course shall not be limited.

- (11) Limit New Water Service. Depending on the severity of the drought, issuance of building permits which require new or expanded water service may be limited or withheld, except to protect the public's health, safety and welfare, or in cases which meet City Council adopted conservation offset requirements.
- (12) Other Prohibited Uses. The city may implement other water-related restrictions or prohibitions based on the severity of the emergency.
- (D) Each water shortage condition resolution shall set forth a scheduled time for its expiration or further review of the water shortage situation.

SEC. 22-157. ENFORCEMENT.

In addition to the remedies provided pursuant to section 1-10 of the city code, the manager shall take the following steps in response to the failure of any customer to comply with water use restrictions established in any water shortage conditions resolution.

(C) The city shall charge the customer for the costs incurred for installing and removing the flow-restricting devices and for restoration of normal service. The charge and any surcharges shall be paid before normal service is restored.

SEC. 22-179. RECYCLED WATER MASTER PLAN

(B) The recycled water master plan shall include, but not be limited to, the following:

(1) Policies encouraging the use of recycled water. This includes requiring the use of recycled water when the manager has provided the customer an analysis showing that recycled water is a cost-effective alternative to potable water for such uses and the customer has had a reasonable time to make the conversion to recycled water.

SEC. 22-182. DEVELOPMENT AND WATER SERVICE APPROVALS

(A) Upon application for any new industrial, commercial, or residential subdivision or building permit located within a designated recycled water use area, the manager shall, based upon the recycled water master plan, make a determination whether the proposed use of the property shall include the use of recycled water. All applicable subdivisions and building permits shall include, as a condition of approval, the requirement for construction of:

(1) Recycled water transmission facilities which shall be dedicated to the city as city-owned recycled water facilities, and

(2) On-site recycled water facilities, as may be necessary to allow for the delivery and use of recycled water.

(B) When a customer applies for a permit for the alteration or remodeling of a multi-family, commercial, or industrial structure, the manager shall make a determination consistent with the recycled water master plan whether the project permit shall include, as a condition of approval, the requirement for construction of on-site recycled water facilities necessary to allow for the delivery and use of recycled water.

Severability. If any provision of this ordinance, or part thereof, is for any reason held to be invalid or unconstitutional, the remaining sections shall not be affected, but shall remain in full force and effect, and to this end the provisions of this ordinance are severable.

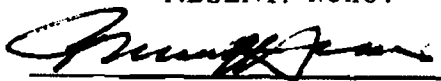
Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation in the City. Ordinance No 2810 was read on 23, June 2009, and finally adopted on 23 June 2009, to become effective thirty (30) days thereafter.

Passed and adopted this 23 day of June 2009 by the following vote:

AYES: Councilmembers: Holden, Herrera, Maulhardt, Pinkard,
and MacDonald.

NOES: None.

ABSENT: None.



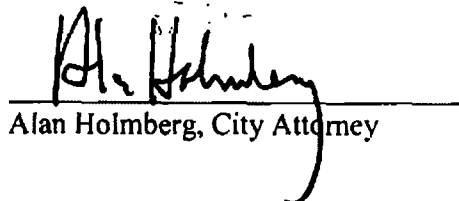
Dr. Thomas E. Holden, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. 2826

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING SUBSECTION (1) OF SUBDIVISION (B) OF SECTION
22-136 AND SECTION 22-142 OF THE OXNARD CITY CODE
CONCERNING WATER CONSERVATION

The City Council of the City of Oxnard does ordain as follows:

Part 1. Subsection (1) of subdivision (B) of section 22-136 of the Oxnard City Code is hereby amended to read as follows:

“(1) Limits on Watering Hours. Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4:00 p.m. and 9:00 a.m. Testing of, repairs to and replacement of irrigation systems may occur outside of the normally allowed irrigation period. The irrigation of newly installed landscapes may occur outside of the normally allowed irrigation period for no longer than one year after installation of said landscape.”

Part 2. Section 22-142 of the Oxnard City Code is hereby amended to read as follows:

“The employees of the public works, police, fire, and development services departments and other designated persons shall be responsible for enforcement of the various sections of this Article under their respective authority or as is specifically assigned to them by the city manager.”

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Part 3. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the city. Ordinance No. 2826 was first read on April 6, 2010 and finally adopted on April 20, 2010 to become effective thirty days thereafter.

AYES: Councilmembers Holden, Herrera, Maulhardt, Pinkard, and MacDonald.

NOES: None,

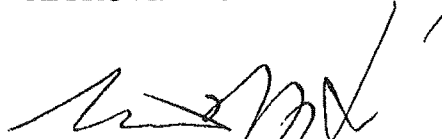
ABSENT: None.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney